

REPUBLIQUE DU CAMEROUN

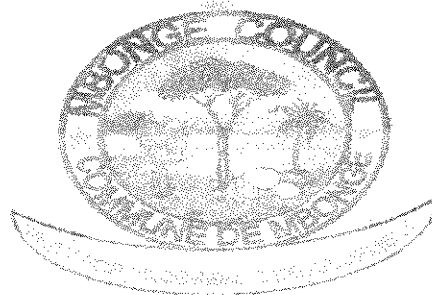
Paix – Travail – Patrie

MINISTERE DE DECENTRALISATION ET
DEVELOPEMENT LOCALE

REGION DU SUD-OUEST

COMMUNE DE MBONGE

SERVICE DE PASSATION DES
MARCHES PUBLIQUE



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT

SOUTHWEST REGION

MBONGE COUNCIL

SERVICE FOR THE AWARD OF
PUBLIC CONTRACTS

PROCUREMENT OF SMALL WORKS

Mbonge Council Internal Tender Board

REQUEST FOR QUOTATIONS

**N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025
CONCERNING THE SUPPLY AND INSTALLATION OF SOLAR STREET
LAMPS IN BOMBE, AT MBONGE COUNCIL, MEME DIVISION, SOUTH-
WEST REGION**

EMERGENCY PROCEDURE

Project Name: LOCAL GOVERNANCE AND RESILIENT COMMUNITIES
PROJECT (PROLOG)

Project owner: THE MAYOR OF MBONGE COUNCIL (PROLOG-MBONGE
COUNCIL PERFORMANCE-BASED GRANT AGREEMENT
MEME DIVISION, SOUTHWEST REGION)

Country: CAMEROON

Credit No : Crédit IDA N°72130- CM

No STEP: CM-UCR-SUD-OUEST-510142-CW-RFQ

Issued on : 09/10/2025

October 2025

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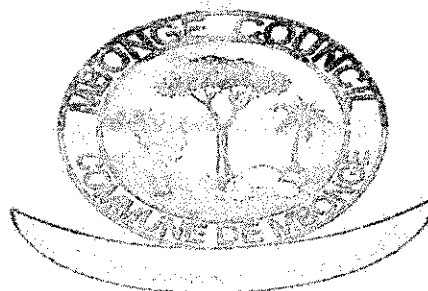
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SERVICE FOR THE AWARD OF
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Internal Tender Board REQUEST FOR QUOTATIONS

**N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025
CONCERNING THE SUPPLY AND INSTALLATION OF SOLAR STREET
LAMPS IN BOMBE, AT MBONGE COUNCIL, MEME DIVISION, SOUTH-
WEST REGION**

EMERGENCY PROCEDURE

Request for Quotation (RFQ)

1. The Government of Cameroon has received funding from the World Bank to finance the cost of the **Local Governance and Resilient Communities Project (PROLOG)**. As part of its implementation, PROLOG has signed an agreement with **PROLOG-MBONGE COUNCIL PERFORMANCE-BASED GRANT AGREEMENT MEME DIVISION, SOUTHWEST REGION** to build community infrastructure.
2. As part of the agreement, financing for the **Supply and installation of solar street lamps in Bombe, at Mbonge Council, Meme Division, South-West Region, for a performance period of sixty (60) calendar days, for a performance period of sixty (60) calendar days.**
3. **The Mayor of MBONGE Council** now invites quotations from contractors for the Works described in Annex 1: Works Requirements, attached to this RFQ. As soon as the RFQ is published, the tender's file will be made available to all bidders, either at their request to the **MBONGE Council (Employer)** or the **PROLOG PMU/RCU**.

Fraud and Corruption

4. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the Contract Conditions.
5. In further pursuance of this policy, Contractors shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Materials, Equipment and Services

6. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to Para. 9. At the Employer's request, Contractors may be required to provide evidence of the origin of materials, equipment and services.

- (b) receives or has received any direct or indirect subsidy from another Contractor that submitted a Quotation;
- (c) has the same legal representative as another Contractor that submitted a Quotation;
- (d) has a relationship with another Contractor that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Contractor, or influence the decisions of the **Employer** regarding this Request for Quotations process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Request for Quotations process; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the **Employer** or Borrower for implementing the Contract; or
- (g) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security (Not applicable)

14. The successful company must provide a **Performance Bond** in accordance with the terms of the contract

Validity of Quotations

15. The quotations shall be valid until *ninety (90) days after opening the tenders*

Price

16. The Contractor shall quote its total price in the **Contractor's Quotation Form**.
17. The Contractor shall also fill in its rates and prices for all items of the Works described in the attached Bill of Quantities. Items against which no rate or price is entered by the Contractor will not be paid for by the **Employer** when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

The rates and prices shall include all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 7 (seven) days prior to the deadline for submission of quotations

18. A Contractor expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country and wishing to be paid accordingly, shall indicate a foreign currency of its choice in addition to the local currency in **CFA Francs XAF**.
19. The currency(ies) of the Quotation and the currency(ies) of payments shall be the same.

Town: **MBONGE**
 Located at:
 PO. Box:
 Country: **Cameroon**
 Cell phone:
 Mail:

copy to leotabeako@minddevel.gov.cm,
e.abdoul2025@minddevel.gov.cm

Opening of Quotations

25. The opening of the quotations will take place at the **headquarters of the MBONGE Council** on **30/10/2025 at 11 am**, local time, in the presence of the tenderers or their representatives, by the Internal Tender Board.

Evaluation of Quotations

26. The quotations will be evaluated to determine substantial responsiveness of the technical proposal.
- ✓ Check that the Letter of Quotation is properly completed, dated and signed with the name and title of the signatory;
 - ✓ Verification that the Unit Price Schedule and Detailed and Quantitative Specifications have been duly completed, dated and signed.
 - ✓ Assessment of the technical qualification of each admissible tender in accordance with the tender evaluation grid.

TENDER EVALUATION GRID

No	Designation	BINARY NOTATION
1	Presentation of the Offer	
	Compliance with the order prescribed in the RFQ and dividers	Yes/No
	Legibility and pagination	Yes/No
2	Experience of the bidder	
	Two references in the execution of works contracts	Yes/No
	One reference similar to the mission	Yes/No
3	Staff quality	
	a) Works Director	
	At least degree in Electrical Engineering and proof of training in renewable energies (copy of the diploma)	Yes/No
	Curriculum Vitae of the Mission Manager, dated and signed	Yes/No
	At least 3 years' experience in similar works	Yes/No
	b) Foreman	
	At least HND in electrical power system and proof of training in renewable energies (copy of the diploma)	Yes/No
	Curriculum Vitae of the Site Manager, dated and signed	Yes/No
	Seniority ≥ 2 years in a similar field	Yes/No
4	Construction equipment	
	List of small items of equipment appropriate to the task (photocopies of purchase invoices must be provided)	Yes/No
5	Work execution methodology	
	Detailed technical note on the organization of the work	Yes/No
	Description of the socio-environmental protection rules	Yes/No
	Detailed work schedule with deadlines \leq ninety (60) days	Yes/No
6	Special technical specifications, initialed on each page, dated, and signed	Yes/No

Commission Interne de Passation des Marchés

Avis de Demande de Cotations

N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025

Relatif à la fourniture et l'installation de lampadaires solaires dans la communauté de Bombe, Commune de Mbonge, Département de la Meme, Région du Sud-Ouest

Demande de Cotations (DC)

1. Le Gouvernement du Cameroun a reçu un financement de la **Banque mondiale** pour financer le coût du **Projet Gouvernance Locale et Communautés Résilientes (PROLOG)**. Dans le cadre de sa mise en œuvre, le PROLOG a signé une convention avec la **Commune de Mbonge (CONVENTION DE SUBVENTION BASEE SUR LA PERFORMANCE PROLOG-COMMUNE)** pour la réalisation des infrastructures communautaires.
2. Dans le cadre cet l'accord, il a été convenu le financement de la **fourniture et l'installation de lampadaires solaires dans la communauté de Bombe, Commune de Mbonge, Département de la Meme, Région du Sud-Ouest, pour une période d'exécution de soixante (60) jours calendaires.**
3. Le **Maire de la Commune de Mbonge**, invite les potentiels prestataires à soumettre les Cotations pour la prestation decrite dans l'Annex 1 : Spécifications des travaux, jointes à la présente Demande de Cotation. Dès publication de la lettre de demande de cotations, la Demande de Cotation sera mis à la disposition de tous les potentiels soumissionnaires, sur demande auprès de la **Commune de Mbonge (Maitre d'ouvrage)** ou de l'UGP/UCR PROLOG.

Fraude et Corruption

4. La Banque exige le respect des Directives de la Banque en matière de lutte contre la corruption et de ses politiques et procédures de sanctions en vigueur, telles qu'énoncées dans le Cadre de sanctions du Groupe de la Banque mondiale, tel qu'il est établi à l'Annexe A des Conditions Contractuelles.
5. Dans le cadre de cette politique, les Entrepreneurs autorisent et doivent faire en sorte que leurs agents (déclarés ou non), sous-traitants, prestataires de services, fournisseurs et personnel, permettent à la Banque d'inspecter tous les comptes, dossiers et autres documents relatifs à la Demande de Cotation et à l'exécution du marché (en cas d'attribution), et de les faire vérifier par les vérificateurs nommés par la Banque.

Eligibilité des matériaux, équipements et services

6. Les matériaux, équipements et services qui doivent être fournis en vertu du marché et financés par la Banque peuvent avoir leur origine dans tout pays, sous réserve des dispositions du

- (b) reçoit ou a reçu une subvention directe ou indirecte d'une autre Entreprise qui a soumis une cotation;
- (c) a le même représentant légal qu'une autre Entreprise qui a soumis une Cotation;
- (d) a une relation avec une autre Entreprise qui a soumis une Cotation, directement ou par l'entremise de tiers communs, qui la mette en mesure d'influencer la Cotation d'une autre Entreprise ou d'influencer les décisions du Maître d'Ouvrage concernant le processus de Demande de Cotation; ou
- (e) ou l'un de ses affiliés a participé en tant que consultant à la préparation de la conception ou des spécifications techniques des ouvrages qui font l'objet du processus de Demande de Cotation; ou
- (f) ou l'un de ses affiliés a été recruté (ou est proposé d'être recruté) par le Maître d'Ouvrage ou l'Emprunteur pour la mise en œuvre du marché; ou
- (g) fournirait des biens, des travaux ou des services autres que des services de consultant résultant ou directement liés à des services de consultant pour la préparation ou la mise en œuvre du projet spécifié dans la cette Demande de Cotation, qu'elle fournissait elle-même ou par toute société affiliée qui contrôle directement ou indirectement, est contrôlée ou est sous contrôle commun avec cette entreprise; ou
- (h) a une relation d'affaires ou familiale étroite avec un personnel cadre de l'Emprunteur (ou de l'organisme de mise en œuvre du projet, ou d'un bénéficiaire d'une partie du prêt) qui : (i) participe directement ou indirectement à la préparation de la Demande de Cotation ou de spécifications et/ou à l'évaluation des Cotations, du marché en question; ou (ii) participerait à la mise en œuvre ou à la supervision de ce marché à moins que le conflit découlant de cette relation n'ait été résolu d'une manière acceptable pour la Banque tout au long du processus de Demande de Cotation et d'exécution du marché.

Garantie de bonne exécution (Non applicable)

14. L'Entreprise retenue doit fournir une Garantie de Bonne Exécution conformément aux conditions du marché.

Validité des Cotations

15. Les Cotations seront valides jusqu'à *quatre-vingt-dix (90) jours après l'ouverture des offres/cotations.*

Prix proposé

16. L'Entreprise devra indiquer le prix total dans le formulaire intitulé « Cotation de l'Entreprise »
17. *L'Entreprise doit également fournir les prix unitaires de tous les éléments des Travaux décrits dans le Détail Quantitatif et Estimatif joint. Les articles pour lesquels aucun prix unitaire n'est fourni, ne feront pas l'objet de paiement à l'Entreprise par le Maître d'Ouvrage lorsqu'ils seront exécutés et seront considérés couverts par les prix unitaires pour d'autres articles et prix du Détail Quantitatif et Estimatif.*

Les prix comprendront tous les droits, taxes et autres prélèvements payables par l'Entreprise en vertu du Marché, à compter de la date 7 (sept) jours précédant la date limite de soumission des cotations.

18. Une Entreprise qui prévoit d'engager des dépenses dans d'autres monnaies pour les intrants nécessaires à l'exécution des travaux provenant de l'extérieur du pays du Maître d'Ouvrage et qui souhaite être payé en conséquence, doit indiquer une monnaie étrangère de son choix en plus de la monnaie locale en **Francs CFA XAF**
19. La/es monnaie/s de la Cotation et la/es monnaie/s de paiement devra/ont être la/es même/s.

23. L'heure et la date limites pour la soumission des Cotations est le **30/10/2025 à 10 heure**.

NB : *Toute offre reçue après la date limite de dépôt des offres sera rejetée. L'ouverture des offres se fera en présence des représentants des soumissionnaires à l'adresse susmentionnée.*

24. L'adresse pour la soumission des Cotations est la suivante :

A l'attention de: **Le Maire de la Commune de Mbonge**
Administration: **La Commune de Mbonge**
Ville: **Mbonge Marumba**
Boîte Postale: **03**
Pays: **Cameroun**
Cell phone: **675730808**
Mail : **nkonghoeddie@gmail.com copy to leotabeako@minddevel.gov.cm, e.abdoul2025@minddevel.gov.cm**

Ouverture des Quotations

25. Les Cotations seront ouvertes le **30/10/2025 à 11 heure** par les représentants du Maître d'Ouvrage en presence des representants des soumissionnaires.

Évaluation des Cotations

26. Les Cotations seront évaluées afin de s'assurer de la conformité de la proposition technique.

- ✓ Vérifier que la lettre de devis est dûment complétée, datée et signée, avec le nom et le titre du signataire ;
- ✓ Vérifier que le bordereau des prix unitaires et les spécifications détaillées et quantitatives sont dûment complétés, datés et signés.
- ✓ Évaluer la qualification technique de chaque offre recevable conformément à la grille d'évaluation des offres.
- ✓ Vérifier les opérations arithmétiques, multiplier les prix unitaires par les quantités si nécessaire et utiliser le prix en toutes lettres pour effectuer les corrections nécessaires ;
- ✓ Établir un tableau récapitulatif des devis à partir des montants corrigés des erreurs arithmétiques, classés par ordre croissant.

27. Aux fins de l'évaluation et de la comparaison, la/es monnaie/s des cotations doit/vent être convertie/s en une même monnaie. La monnaie qui doit être utilisée aux fins de comparaison pour convertir les prix proposés, exprimés dans diverses monnaies en la monnaie de comparaison au taux de change à la vente sera la suivante : **Francs CFA (XAF)**. La source du taux de change est la suivante : *Banque des Etats de l'Afrique centrale (BEAC)*. La date du taux de change est : *vingt-huit (28) jours avant la date de soumission des offres*.

NB : *Si la devise de référence n'est pas cotée à cette date, le taux de change sera celui du dernier jour coté précédent.*

28. Pour les cotations techniquement conformes, les prix totaux évalués, à l'exclusion des sommes provisionnelles et toute provision pour les imprévus, mais y compris les travaux en régie lorsque leurs prix sont établis de manière compétitive, seront ensuite comparés pour déterminer le prix/s évalué le plus bas.

Attribution du marché


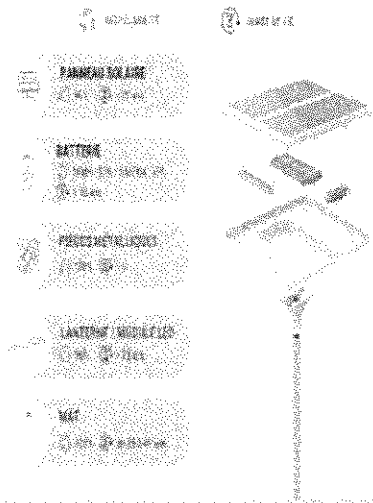
29. Le Marché sera attribué à l'Entreprise qui satisfait aux exigences d'admissibilité conformément à la DC, qui offre le prix/s évalué le plus bas, qui offre une cotation techniquement conforme et qui garantit l'achèvement des travaux à la date spécifiée.

ANNEX 1: Works Requirements

Specifications

1- Technical specifications, special specifications and drawings

CHARACTERISTICS OF THE ALL-IN-ONE SOLAR STREETLIGHT

	Item	Description technique	Images
Eclairage	Module LED	LED haute efficacité-Technologie Multi chip (IP67)	
	Flux lumineux	3500 à 7000 lumens	
	Consommation	20 W à 40W	
	Efficacité lumineuse	Jusqu'à 175 lm/W (4000k)	
	Température de couleur	27000 K, 3000 K & 4000 K	
	Durée de vie	50 000 heures	
	Certificats	EN 62031, EN 62471	
Panneaux solaires	Technologie	Module photovoltaïque (Silicium monocristallin)	
	Puissance	80 Wc (2x40 Wc)	
	Caractéristiques électriques par panneau	$I_{sc} = 2,19 \text{ A/Voc} = 24,17 \text{ V/Imp} = 2,01 \text{ A/Vm}$	
	Dimension d'un panneau	776 x 350 mm	
	Durée de vie	à 20 ans à 80% de puissance initiale	
	Inclinaison	Horizontale	
	Structure	Sans cadre	
	Certificats	IEC 61215 : IEC 61730 I and II	
Batterie	Technologie de batterie	Batterie NiMH, sans maintenance, haute résistance aux température extrême	
	Tension	24 V	
	Capacité	240 Wh	
	Température de fonction	40 °C à 70 °C	
	Durée de vie	12 ans	

- UTE C 57-310: direct conversion of solar energy into electrical energy;
- NF EN 61727: Photovoltaic (PV) system - Characteristics of the grid connection interface;
- NF EN 61173: Overvoltage protection of photovoltaic (PV) power generation systems;
- IEC 61724: Monitoring the performance of photovoltaic systems - recommendations for the measurement, transfer and analysis of data;
- NF EN60904-3 (C57-323): Photovoltaic devices -Part: Measurement of photovoltaic current-voltage characteristics - Part 3: Principles for measurement of solar photovoltaic (PV) devices for terrestrial use including reference spectral illumination data;
- NF EN 61215 Mono or poly crystalline silicon photovoltaic (PV) modules: Design qualification and approval;
- NF EN 61730-1 (C57 -111-1) Qualification for safe operation of photovoltaic modules - Part 1: Requirements for construction;
- NF EN 61730-2 (C57 -111-2) Qualification for safe operation of photovoltaic modules - Part 2: Requirements for testing;

4.3- Standards and texts relating to public lighting installations

The public lighting installations covered by this contract must comply with the regulations, laws, decrees, orders, standards and publications in force in Cameroon relating to public lighting. In the absence of such texts, the following will apply:

- NF EN 60598 standards on the safety of luminaires;
- Standard UTE C 17-205 applicable to the characteristics of public lighting;
- Standard NF C 17-200 relating to street lighting installations;
- Standard NF C 17-202 applicable to illuminations and lighting motifs;
- Standard NF EN 13201 concerning public lighting, parts 1, 2, 3 and 4;
- Standard NF EN 40 concerning public lighting columns;
- Standard EN 62031 ;
- Standard EN 62471;
- Standard IEC 61215 ;
- Standard IEC 61730 I; and II ;
- Standard EN 62133
- CE standard, EN 61000.

4.4- Others texts

The fact that all the regulations are not mentioned does not exempt the Contractor from complying with them. By signing the Contract, the Contractor assumes responsibility for the design and execution of the installations. He must therefore make any comments he may have on the design of the file before signing the Contract. If, during the course of the works, new regulations come into force, the Contractor must inform the Engineer in writing, specifying how these new regulations are to be applied and their impact on the current operation..

Article 5 : Quality and origin of equipment

All materials, equipment and accessories used in the installations must be new and of first quality.

particular the installation of modules and supporting structures, the implementation of photovoltaic installations, electrical wiring, work at height, metal joinery, wood joinery and masonry.

The organisation plan that the Co-contractor must provide in its technical offer must specify the function and tasks that will be carried out by each of the operators.

Chapter II : General technical specifications for services

Article 11: Definitions

A solar streetlight is a public lighting system powered by photovoltaic solar energy. For the purposes of this specification, it comprises:

- A lamppost: this is the assembly made up of the mast and the bracket;
- A luminaire or lamppost head: this is the mechanical, optical and electrical assembly comprising one or more lamps. It is used both to distribute and control the luminous flux and to protect the lamps and the electrical and mechanical devices against the elements;
- One or more photovoltaic modules;
- One or more exposed or buried storage batteries;
- A charge controller;
- The entire control system;
- A mounting plate..

Article 12 : Database

12.1- Sunshine

Solar irradiation in the South-West Region is estimated at 4.5 kWh/m²/d..

12.2- The number of solar-powered street lamps

The number of solar-powered streetlamps will be indicated in the estimate and quantity specifications.

Article 13 : The candelabra

In user-friendly pole hot deep galvanized steel of the type Polygone Ronde Octogonale - Bras simple double, it will have to be dimensioned to support the whole of the lamppost device and will have to have a wind resistance ≥ 160 KH. The height of the light will be 7m to 9m.

The stock must ensure that the reflector is oriented horizontally and that the luminous flux is distributed evenly across the width of the road, avoiding losses.

Article 14 : The luminaire

The luminaire comprises an optical system consisting of a reflector, a refractor and an adjustment device. This system as a whole must guarantee high efficiency with no light emission above the horizon. To this end, the luminaire bowl must be flat, transparent and resistant to bad weather, which scatters the light and causes unnecessary losses.

The lighting must be IP67 and the lamps must be high-efficiency LEDs using Multi chip technology with a power consumption of 20W to 40W, a luminous efficacy of up to 175 lm/W (4000k) and a minimum life of 50,000 hours.

The luminous flux should be greater than 3500 to 7000*lumens for roads and the colour temperature 27000 K, 3000 K & 4000 K.

The lamps will have to be certified to EN 62031, EN 62471.

- Open circuit voltage 45 V
- Max charge/discharge current 4.2 A
- Electrical protection Electronic fuse
- Water resistance IP65 with sealed connectors
- CE, EN 61000 certified

Article 18 : General system

Matériaux Capot ABS PMMA (recyclé à 70%) et aluminium

SCx0.147 m²

Fixation Montage en top 60 mm

Poids (Hors mat)19 kg

Détecteur de mouvements (obligatoire) Rayon détection : 5 à 10 m en fonction de la hauteur d'installation

Article 17 : The charge regulator

The regulator protects the battery against overcharge from the PV module and deep discharge from consumer appliances. For the work covered by this contract, a series regulator will be used, the selection criteria of which will be as follows:

- Possibly a "schottky" type diode;
- Quality terminals with easy access;
- Thermal compensation of the load ($T > 30^{\circ}\text{C}$ and $T < 0^{\circ}\text{C}$);
- Minimal internal power consumption (a few mA maximum);
- Manual reset of the outputs;
- Full-load and output cut-out indicators;
- Output protection (fuses).

Article 18: Earthing and lightning protection

The interconnection of grounds is of fundamental importance for the correct operation of lightning and overvoltage protection. The metal grounds of the equipment must be interconnected and earthed.

To protect equipment against indirect lightning strikes, lightning arresters must be installed on both sides of the various connections.

Article 19: Streetlight control

A control device for the streetlights should enable the lamps to be switched on and off at the appropriate times using the usual devices (contactors, twilight switches, etc.). Such a device may be integrated into the charge controller. A dimmer should also be used to reduce energy consumption in the middle of the night.

Article 20: Fixing and civil engineering

The lamp post will be fixed to the ground on a parallelepiped concrete base using a fixing plate and four anchoring rods. This assembly must be dimensioned in accordance with good engineering practice to withstand the loads caused by the lamp post.

Article 21: Felling and pruning (where applicable)

Work under this heading includes

	BATTERIES	Capacity	
		Voltage	
		Number of series	
		Number of branches	
	Total capacity (Ah)		
REGULATOR	Input current or photovoltaic field current (A)		
	Output current(A)		
	Characteristic current(A)		

Article 23 : Technical characteristics of the works

(to be completed by the tenderer)

Contract:				
Town:				
District: :				
Department:				
Region:				
Number of streetlights:				
PHOTOVOLTAIC GENERATOR		RFQ requirement	Company proposal	Comments
Solar panel	Make			
	Type			
	Power			
	Efficiency			
	Nominal voltage			
	Number			
Battery	Brand			
	Type			
	Capacity (Ah)			
	Voltage(V)			

Base plate	Material			
	Dimension(LxWxH) mm			
Fixing rods	Material			
	Number			
	Dimensions			

1. CONDITIONS OF PROVISIONAL ACCEPTANCE

Provisional acceptance will be pronounced on the basis of the results and observations made on site, unless the contractor has reservations in the site notebook.

The conditions for provisional acceptance will include

Availability of the technical pre-acceptance report,

Trials or tests of the solar streetlight system.

A provisional acceptance report will be drawn up.

2. CONDITIONS OF FINAL ACCEPTANCE

Final acceptance will take place at the end of the six (06) month guarantee period.

No specific tests will be carried out, but simply a new check on the operation of the solar system, a check on the condition of the streetlights and batteries, a check on the availability of the masts, and a survey of the population to ensure that the equipment has functioned properly over time.

If conditions are found to be inferior to those at provisional acceptance, the contractor will be obliged to restore the initial characteristics at his own expense..

3. SITE VISIT

Candidates are **recommended** to visit the project site in order to understand the site constraints. Tenderers must take particular account of all constraints when drawing up their financial proposal. To this end, the successful tenderer must take particular care in planning tasks, organising the site and controlling expenditure, in order to avoid any slowdown or stoppage of work.

4. EXECUTION AND RECOLLEMENT PROJECT

In the context of this contract, the successful tenderer will produce, within a maximum of fifteen (15) days, its execution project including:

- the recommended methodology ;
- the execution schedule ;
- list of personnel employed
- site organisation chart
- work and supply schedule;
- the list of suppliers;
- working drawings in approved scales;
- health and safety measures.

Electrical plans, where applicable, will be appended.

At the end of the works, a recollement file will be drawn up including:

- The final completion report with an account of the work carried out,
- the personnel employed

This is the responsibility of the successful contractor. Company personnel, in this case drivers or mechanics, must take the necessary precautions to prevent hydrocarbons from coming into contact with the ground by using the refuse bins. This task is part of the company's duties and is therefore not budgeted for. However, the works monitoring committee will ensure strict compliance with the recommended measures, such as the use of emptying bins.

Machine maintenance and washing areas will have to be concreted and equipped with an oil and grease collection sump. Used or drained oils must be stored in drums in a safe place until they are sent to specialised treatment centres. The same applies to oil filters, batteries and other toxic waste.

❖ **Safety of site personnel and users;**

The safety measures to be observed by site personnel and users are those designed to protect the health of site personnel and local residents. These measures include the wearing of safety equipment by company personnel on the site, dust control and signposting.

To prevent workplace accidents, safety equipment such as gloves, helmets, safety shoes and nose covers must be worn by everyone on the site. The company must also have a first-aid kit and take any necessary steps to limit noise pollution caused by the movement of site equipment and machinery. The company is required to provide all this equipment on site in sufficient numbers, and the project manager is responsible for ensuring strict compliance with these safety measures.

Earthworks, in windy conditions, are likely to cause dust or other fine powders such as cement to be raised. In this case, despite the wearing of nose-covers, which is a protective measure, workers must water the ground during their work.

The company will also ensure that the speed of the various vehicles and machines is limited (to less than 40 km/h). Similarly, it must ensure that all temporary diversions are identified in collaboration with local residents, and do not affect sensitive areas.

In addition to the site signs bearing the project references, the Company is also responsible for erecting safety signs such as those prohibiting access to the site by strangers or those relating to traffic (lorry exits, speed limits, work warnings, etc.).

❖ **Solid waste management ;**

The waste produced during the operation of the infrastructure will be managed using refuse bins and an incineration pit. The microproject budget provides for the supply of two refuse bins and the digging of an incineration pit. And it is up to the company to deliver these bins before the provisional acceptance of the work.

a) **The metal rubbish bin:**

The bin is made up of:

- o This bin must have a capacity of 100 L (1/2 200 L drums),
- o fitted with two handles at the top
- o fitted with tripods in 40 mm angle iron at the base of the bin.
- o The bottom of the bin will be perforated,
- o This refuse bin will be painted green and will bear the inscription to be indicated by the project owner.

The tenderer must establish that it has the following key equipment :

Logistical equipment

N°	DESIGNATION	STATUT	NEED
1	List of small items of equipment relevant to the tasks (produce photocopies of purchase invoices or rental invoices)	Ownership or Freehold	Absolute

Set of small construction equipment

N°	DESIGNATION	Mode d'acquisition
1 -	Pickaxes	Property
2 -	Shovels	Property
3 -	Joint clamp	Property
4 -	Water levels (flask)	Property
5 -	Spirit levels	Property
6 -	Moulds for 20 breeze blocks	Property
7 -	Moulds for 15 breeze blocks	Property
8 -	Wheelbarrows	Property
9 -	Blasting rods	Property
10 -	Sledgehammers	Property
11 -	Gametes	Property
12 -	Hacksaw	Property
13 -	Hand saws	Property
14 -	Mason's hammers	Property
15 -	Plumb bob	Property
16 -	Shaft lead	Property
17 -	10l buckets	Property
18 -	Shears	Property
19 -	Wire cutters	Property
20 -	Pincers	Property
21 -	Hard hats	Property
22 -	Gangs	Property
23 -	Boots	Property
24 -	Claws	Property
25 -	6 claw spanners	Property
26 -	8 claw spanners	Property
29 -	10 claw spanners Nail puller	Property
30 -	Spades	Property
31 -	Twine	Property
32 -	Double metre (3, 5m)	Property
33 -	Double metre (5.00m)	Property

MODEL ENVIRONMENTAL AND SOCIAL SPECIFICATIONS (CCES)

LIST OF ACRONYMS AND ABBREVIATIONS

BIT	International Labour Office
CCES	Environmental and Social Clauses
CCTP	Special Technical Specifications
CGES	Environmental and Social Management Framework
CPPA	Planning Framework for Indigenous Peoples
CPR	Resettlement Policy Framework
E&S	Environmental and Social
EAS	Sexual Exploitation and Abuse
EPC	Collective Protection Equipment
PPE	Personal Protective Equipment
ESHS	Environmental, Social, Health and Safety
SDS	Safety Data Sheet
HIMO	High Labor Intensity
BROKEN	Sexual harassment
IST	Sexually transmitted infections
km/h	Kilometre/hour
MINEPDE	Ministry of the Environment, Nature Protection and Sustainable Development
D	
MGP	Complaint Management Mechanism
MGPT	Worker Complaint Management Mechanism
STD	Sexually transmitted disease
NC	Nonconformity
NES	Environmental and Social Standards
WHO	World Health Organization
XXXX	Project Name
PCS	Social Communication Program
PEE	Environmental Engagement Plan
ESMPS	Environmental and Social Management Plan
PGMO	Workforce Management Plan
PPMP	Stakeholder Engagement Plan
PHSE	Health, Safety and Environment Plan
PMU	Project Management Unit
AIDS	Acquired immunodeficiency syndrome
SST	Occupational Health and Safety
HIV	Human Immunodeficiency Virus
VCE	Violence Against Children
GBV	Gender-Based Violence

I. INTRODUCTION

This model Environmental and Social Clauses is related to the supply and installation of solar street lamps. The model will also be used to draw the Contractor's particular attention to the environmental, social, safety and health services to be implemented during the execution of the works.

The Contractor will be responsible for the execution of the works according to the requirements and good practices presented in the Environmental and Social (E&S) documents of the project which reflect not only the regulatory requirements of Cameroon but also the provisions of the Environmental and Social Standards (ESS) of the World Bank (Project Funder). In the event of any discrepancies or gaps between Cameroonian legislation and the World Bank's Environmental and Social Standards, the latter will prevail. These provisions list all the environmental and social obligations to be implemented by the Contractor from the service order for the start of the works to the final acceptance of the works by the Project Owner or his delegate.

The Contractor and the Principal Contractor shall ensure that this sample CCES is adapted to the context of the work corresponding to the contract in question, by adjusting to the environmental and social instruments of the project which may provide details on the state of play of the project area, as well as the risks and special situations not mentioned in this CCES.

II. GENERAL OBLIGATIONS

II.1. Contractor's Responsibilities (Contractor and Subcontractors)

The Contractor is solely and fully responsible for compliance with this CCES. The subcontracting of part of the work does not exempt it from full responsibility for compliance with these clauses before the Contractor. It therefore has the following environmental and social obligations:

1. It must prepare, before the actual start of the field work, the ESMP-Site in accordance with the obligations of the CCES and with the World Bank's Environmental and Social Standards;
2. He must implement the ESMP-Site during the entire period from the signing of the contract to the final acceptance of the works by the Project Owner or his delegate;
3. It must equip itself with a dedicated organisation and resources to ensure:
 - (I) the preparation of environmental and social documentation,
 - (ii) environmental and social monitoring of construction activities,
 - (iii) the definition of corrective actions in the event of non-compliance and the prevention of non-compliance,
 - (iv) adequate and timely communication between the various parties involved;
4. It must ensure compliance with Good Environmental, Social, Health and Safety (ESHS) practices including aspects relating to the prevention and management of GBV/EAS/HS incidents in the workplace and in communities, as well as the management of complaints and grievances related to the project;
5. He must know, comply with and ensure compliance with all regulations, laws, decrees, standards and other governmental provisions of a socio-environmental nature, including

environment.

II.2. Commitments of the project management

The Project Manager approves, approves and transmits to the Project Owner this CCES, including the ESMP-site, and ensures the follow-up of the rigorous application of the said CCES.

The Project Manager (a) may at any time have the means used to verify compliance with the regulations and environmental requirements indicated in the CCES carried out at any time; (b) collects the registration and monitoring documents provided for in the organizational plans; (c) prepares the compliance sheet and approves the monthly, quarterly or semi-annual technical reports of the contractor's activities; (d) prepare monthly, quarterly or semi-annual monitoring activity reports and the final evaluation report.

II.3. Internal rules of the contractor

The Contractor must display internal regulations in a visible manner in the various facilities of the remote site specifically prescribing: the prohibition of poaching; compliance with environmental requirements, hygiene rules and safety measures. The said regulation must be signed by the contractor and made available to the Labour Inspector with territorial jurisdiction. During recruitment; Each employee must be made aware of the main lines of these internal regulations.

II.4. Controls, notifications, management of non-conformities and sanctions

II.4.1. Monitoring the implementation of the environmental and social clauses of the CCES

The Contractor's compliance with and effectiveness of the implementation of the CCES is monitored by the Project Manager, as the case may be, through the advice of its environmental, social, health and safety manager or a qualified technical manager whose skills in the environmental and social field are proven. This control is carried out during site visits where corrective actions are directly addressed to the contractor. Depending on the nature of the activity implemented, this control can be daily, weekly or monthly. The findings are transcribed in monthly, quarterly and semi-annual monitoring reports.

II.4.2. Notification of non-conformities

The Project Manager shall notify the Contractor in writing of all cases of failure or non-performance of environmental and social measures. The Contractor must rectify any breach of the requirements duly notified to him by the Project Manager. The resumption of work or additional work resulting from non-compliance with the clauses is the responsibility of the Contractor.

II.4.3. Management of non-conformities

Non-conformities detected during inspections carried out by the Company or the Project Manager will be dealt with in a manner appropriate to the seriousness of the situation. Non-

Project Manager may order the suspension of the work pending the resolution of the non-conformity.

II.4.4. Conditions for suspension of work

At the end of each month, the Project Manager will carry out an assessment of the environmental and social management of the site, based on the non-conformities notified during the period and on the contractor's responsiveness in resolving these non-conformities. This evaluation will lead either to a favourable opinion or to reservations or even penalties, in the event of flagrant non-compliance with environmental and social obligations, or deliberate non-resolution of the non-compliances detected and notified.

In the event of a serious failure of the contractor (Level 3 Non-Conformity), the Owner will have the possibility to suspend activities at the site concerned without financial implication for the Owner until the corrective measures are properly implemented.

II.5. ARRANGEMENTS PRIOR TO THE EXECUTION OF THE WORKS

II.5.1. Resources allocated to environmental and social management

The Contractor, depending on the size of the work, must appoint an Environmental Manager, a Social Manager and on the basis of and after prior notice of no objection from the PMU and the Bank for the implementation of the ESMP on site. He/she will be permanently based in the Main Business Park for the entire duration of the work. This person must be at a sufficient hierarchical level in the Contractor's organization to stop the work if he deems it necessary in the event of level 2 or 3 non-conformity, and to mobilize the machinery, personnel and equipment to implement any corrective measures deemed necessary.

II.5.2. Environmental and Social Management Plan for the site (ESMP-SITE)

The Environmental and Social Management Plan for the site (ESMP-Chantier) is the single reference document where the Contractor defines in detail all the organisational and technical measures that it implements to meet the obligations of the CCES. The ESMP covers the entire period from the date of signature of the Contract to the date of issue of the Certificate of Good Completion issued by the Project Owner. It will be prepared by the Contractor upon receipt of the start-up service order.

The document in provisional form will be presented to the Contracting Authority, at the latest 30 days before the start of the work. The ESMP will be finalised by the Contractor after taking into account the observations of the Contracting Authority/Delegated Contracting Authority, which will be sent to him no later than 20 days after receipt of the provisional document and its final version will be submitted to the Contracting Authority no later than 10 days before the start of the works. The approved plan will constitute the charter for environmental and social issues throughout the construction period.

These preventive measures will make it possible to limit the impact of the site on the environment as much as possible and thus avoid irreversible damage to the most sensitive natural environments.

No traffic is allowed in the wetland with high environmental stakes, materialized on the attached graphic document .

When removing machinery from the construction site area in an asphalt traffic area, all precautions must be taken by the contractor (cleaning basin for example) so as not to pollute these roads.

III.2.3. Installation

The Contractor shall submit to the project proponent an installation plan and the location of the site facilities. The size of its facilities is determined by the volume and nature of the work to be carried out, the site personnel, the number and type of machinery. The site installation plan must take into account the following developments and protection measures:

- The boundaries of the site selected must, if possible, be at least a distance of:
 - o 30 m from the road;
 - o 200 m from a lake, stream or swamp/flood zone;
 - o 100 m from the houses.
 - o Where it is not possible to meet these three requirements, the Contractor shall present the measures it intends to put in place to avoid any inconvenience on the elements considered for the approval of the Contractor Engineer.
- Clearing and felling trees should be avoided or limited. Useful or large trees (diameter greater than 50 cm) are preserved and protected.
- Traffic lanes must be compacted and watered periodically.
- The site must provide adequate drainage of rainwater over its entire surface by avoiding stagnation points.
- The right-of-way of the site facilities must be marked by a HERAS or similar type fence.

During the execution of the contract, the Contractor shall draw up and submit the following documents to the Project Manager within a period in accordance with the Special Administrative Clauses before the installation of the sites:

- the location of the land that will be used;
- a list of agreements made with the owners and current users of these areas and evidence that these users have been able to find similar areas to continue their activities;
- a detailed inventory of the various sites;
- a general plan indicating the different areas of the site, the planned locations and a description of the planned developments;
- a detailed site environmental protection plan for the remote site, before starting construction;
- the amended waste management plan;

III.4.2. Reporting

Monthly Reports:

The Contractor shall submit to the Contractor a monthly E&S activity report summarizing all the E&S actions implemented for the conduct of the works during the previous period.

Incidents and accidents. The company shall immediately notify the PMU of any incident or accident within 48 hours of becoming aware of the incident or accident, in accordance with the template provided in Annex XXXX.

Subsequently, a detailed report of the incident or accident within a time limit set by the Bank following the initial notification, which also proposes any measures to prevent its recurrence, will be drawn up (in accordance with the template provided by the Bank).

The E&S activity report will be submitted no later than 7 working days after the due date of the relevant month. It will contain at least the following information:

- A situation on the staff assigned to the work (status of contracts, representation (gender, local populations, indigenous peoples if applicable, etc.), regularization of remuneration, etc.),
- Presentation of the E&S staff present at the end of the month;
- Work carried out during the month;
- Inspections carried out (location and frequency);
- Non-conformities detected during the month, level of severity and description of the corresponding cause analysis and corrective actions implemented;
- Description of actions taken during the month to comply with the CCES;
- Description of the actions undertaken with the actors external to the work: local populations, local authorities, government agencies;
- Results of the monitoring of the following indicators:
 - o Availability and quality of drinking water;
 - o Management of hazardous and non-hazardous solid waste;
 - o Air and noise emission management;
 - o State of the Business Zones
 - o Statistics on the recruitment of contract workers and community workers: number and type of position, number of women recruited locally, number of young people, number of vulnerable people, number of hours worked by all of the Entrepreneur's community staff;
 - o Health & Safety statistics: number of fatal accidents, number of accidents with lost time, number of accidents without lost time, accident frequency rate, serious illnesses, serious misconduct by the Contractor's staff (sheet attached as an appendix to the activity report, including the analysis of the corresponding causes and the corrective measures applied.

- Risks related to traffic accidents;
- Risks related to the opening of trenches for the laying of foundations and pipes;
- Risks related to manual and mechanical handling;
- Risks related to lack of hygiene;
- Risk of falls;
- Toxic risks;
- Risks of not taking measures to protect against COVID19
- Risks of electrification/electrocution.

❖ **Weekly and daily health and safety meetings**

The Contractor organises, at least once a week or at another frequency approved by the Project Manager, a health and safety meeting on the site where an activity is carried out, with all the employees assigned to this Activity Zone. Accidents and incidents in the past week are described and feedback is valued. Improvement actions are identified, documented, and evaluated until they are resolved. The project manager is the recipient of their reports.

The Entrepreneur organises, in teams, daily before the start of activities, a health and safety update on all the Activity Zones where an activity takes place. The meeting establishes the health and safety risks associated with the tasks and activities of the day and the prevention and protection measures. These meetings give rise to reports.

III.6. Information, Awareness and Capacity Building

The works covered by the contract will give rise to an information and awareness-raising campaign for local populations and stakeholders on:

- The nature and schedule of the work;
- The people to be recruited and the procedures to be implemented for recruitment;
- STDs and STI HIV-AIDS;
- Prevention of GBV/AES/HS/VCE
- The participation of local residents in the various meetings;
- The protection of road heritage;
- The durability of the structure to be built.
- Health and safety risks during the post-work period

The Contractor will conduct its information and awareness-raising and capacity building activities under the supervision of the Project Manager and the approval of the Project Owner. These activities will include, but are not limited to:

- Prepare a communication plan to be submitted to the Project Manager for approval,
- Organize at least one training of trainers workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, the fight against STDs and HIV/AIDS.
- Prevention of GBV/AES/HS/VCE
- Produce communication materials,
- Prepare reports.

Particular attention will have to be developed for the management of specific waste, whether solid or liquid. The contractor will have to identify the treatment channels for the said waste and sign agreements with approved service providers in the sector. The PMU will give itself the right to visit the operator's facilities to be sure of their ability to properly manage this electrical and electronic waste. At the end of each month, a report on the quantities of waste will have to be produced.

IV.2. Preventive measures against noise pollution and dust emissions

The Contractor will pay particular attention to limit any noise nuisances. To this end, he must comply with the noise thresholds prescribed by law.

He will ensure that the use of noisy equipment is limited to what is strictly necessary and will stop those that are not in use (generators for example). Except in cases of emergency, noise pollution (machinery, vehicles, etc.) near homes will be prohibited from 7 p.m. to 8 a.m. as well as on weekends and public holidays.

Contractor's personnel working at workplaces where noise levels are above the acceptable standard must undergo hearing tests at frequencies defined by the occupational physician and in case of concern, the employees concerned must be medically cared for at the Contractor's expense. These tests must also be done before the termination of the contracts.

During the execution of the works, to combat dust and inconvenience, the contractor must limit the speed of traffic related to the construction to 24 km/h in the streets, within a radius of 200 meters around the construction site and limit the speed of all vehicles on the site to 16 km/h.

IV.3. Storage and use of potentially polluting substances

In general, the storage and handling of potentially polluting or dangerous substances (oils, fuel, etc.) must comply with the following principles:

- limitation of stored quantities;
- organised storage, on a site or in a manner that does not allow access to a person outside the site;
- handling by responsible personnel equipped with PPE;
- the storage site is marked by a sign indicating the nature of the hazard.
- The storage of liquid chemicals will be done on retention to prevent accidental spills and soil pollution;
- The chemicals used must be equipped with a safety data sheet (SDS) to be displayed at the storage site.

IV.4. Fuels and lubricants

In the event that the contractor uses fuels and lubricants in the yard, the lubricants shall be stored in watertight containers placed on level, clean and stable ground. The containers will be isolated from the ground by plastic sheeting or absorbent material (sand or sawdust) to allow the recovery of any accidental discharges. As for fuels, they will be stored in tanks in a space

- Total extinguishing of the fireplace at the end of the burning. Covering with earth is prohibited.

IV.9. Conservation of the landscape integrity of the site

No damage will be made to vegetation located outside the right-of-way of the structures, accesses or planned work or storage areas. In addition, protective measures on protected or rare species should be taken.

Only the felling of trees authorised by the forestry service is tolerated (comply with the provisions of the forestry code in the event of tree felling or deforestation). Penalties are incurred in the event of unauthorized felling of trees or the destruction of the site's vegetation. In the event of deforestation, the felled trees must be cut down and stored. The local populations must be informed of the possibility they have of being able to dispose of this wood at their convenience. Trees that have been felled must not be left in place, burned or felled under the earthworks.

The Contractor should carry out a compensation planting after the work in the event of deforestation or felling of trees.

The materials used for the work (sand and gravel in particular) must come from quarries and sand pits authorised and controlled by the mining service. In accordance with the provisions of the mining code, quarries and loan sites must be rehabilitated.

The restoration of the premises before the site is withdrawn may be imposed in the event of significant modification of the site.

Any area of environmental sensitivity must be bypassed by the project (e.g. seasonal flood zones). Also, all precautions must be taken to preserve water points (wells, springs, fountains, ponds, etc.).

IV.10. Protection of biodiversity

In addition to complying with the resolutions of the Biodiversity Management Plan that will be developed and made available to the Contractor, the Contractor must take the following initial steps during the execution of the work:

Prohibit construction site facilities and remote sites in the vicinity of the two parks, outside the buffer zones;

- Prohibit the opening of borrowing areas and deposit areas in the area of the said parks;
- Prohibit the search for timber (boards, stakes and stakes) in the area of the said parks as well as their buffer zones;
- Prohibiting the consumption, hunting and transport of bushmeat by site personnel;
- Avoid the installation of certain road equipment, in particular rest areas, toll booths and weighing stations within national parks and their buffer zones;
- Obtain authorizations to search for borrowed cottages in the domains and buffer zones according to the park's zoning plan;
- Collaborate with park conservators in the choice of areas that can be dedicated to the exploitation of borrowing areas, even in critical situations of lack of materials;

-
- The Contractor's employees will be informed of all withholdings and deductions at source that are made from their remuneration in accordance with the provisions of the laws and regulations in force;
 - The Contractor shall provide all newly recruited workers with all the necessary information and inform the staff of any changes that may occur during the course of the contract;
 - Wages, working hours and other specific provisions are recorded in the employment contract;
 - Occupational health and safety measures will be applied to the project. The Contractor is responsible for their implementation;
 - The Contractor shall keep complete and accurate records of the employment of labour on the project. The records must include the names, ages, gender, number of hours worked, and wages paid of all workers. These records must be summarized on a monthly basis and submitted to the Contractor.
 - Project workers will have access to facilities that are appropriate to their working conditions, including adequate canteens and rest areas (where applicable), gender-segregated and well-lit sanitation facilities. In the event that accommodation services are provided to them, policies on the management and quality of housing will be developed to protect and promote their health, safety and well-being and to provide or provide access to them that take into account their physical, psychosocial, gender and cultural needs and measures to prevent SEA/HS risks, such as separate spaces for men and women, the location of changing rooms and/or latrines in separate, well-lit areas, which can be locked from the inside, etc.
 - Workers' organizations: In accordance with national law, the right of workers to form an association, to join an organization of their choice and to bargain collectively without any interference;
 - Aspects relating to the protection of the workforce, in particular, child labour (girls and boys) and minimum age and forced labour; A complaint management mechanism will be made available to all workers. The Contractor's Personnel shall be informed of the grievance mechanism at the time of their hiring for the purposes of the Contract and of the measures put in place to protect them from retaliation in the event of recourse to this mechanism. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor Personnel;
 - Subcontracting: the Contractor shall include equivalent provisions and redress mechanisms in the event of non-compliance in their contractual agreements with the Subcontractors;
 - Social protection conditions (social security, insurance if applicable, etc.);
 - Employability (career profile and training);

complaint management mechanism with a mechanism for complaints related to GBV/AES/SHS in line with the survivor-centred approach.

Contractor Personnel shall be informed at the time of engagement, of the SEA/HS Response Mechanism which includes the principles, practices, roles and responsibilities for the mitigation and management of gender-based violence cases for the Market. Also, he must be informed of the GBV:EAS/HS complaint management mechanism and the measures put in place to protect him against any reprisals for his use. For all other persons (including Owner's Personnel and affected communities), information about this SEA/HS Response Mechanism, including how to submit an allegation or concern as well as measures to protect against retaliation, must be posted, in languages understandable to Contractor's Personnel, the Owner's Staff and the affected communities, in locations that are easily accessible to them.

The MGP's GBV/EAS/HS framework should mainly be used to:

- (i) refer the survivor to a GBV Service Provider. Immediately after learning of the complaint, the complaint management mechanism should assist the complaint by referring them to GBV support services for management. To this end, the company must ensure that it is in possession of a reference list made available by the project or identified by the said company. The support structures identified by the company must be validated by the GBV manager of the project.
- (ii) record the resolution of the complaint. The information kept by the MGP will be documented but will remain absolutely confidential, especially when it relates to the identity of the complainant.

The SEA/HS Response Mechanism should allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidentiality, and allow for the submission of anonymous allegations. The Contractor must have in place a dedicated person with the appropriate skills, experience and training to receive and investigate such allegations or concerns.

As part of the SEA/HS response mechanism, the Contractor shall maintain and implement ethical and safe processes to investigate and address allegations of SEA and/or HS. These measures should determine the appropriate responses to the allegations of the EAS and/or HS, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of the Contractor's Personnel.

Any allegation of SA&A and/or HS received by the Contractor (including through Subcontractor), the Owner or the Project Manager shall be documented and promptly submitted to the other Party and the Project Manager. While maintaining confidentiality regarding the person who suffered the alleged incident, if applicable, documentation and presentation should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), the relationship to the project, gender, age and psycho-medical care of the person who suffered the alleged incident.

Upon receipt of any allegation of SEA and/or HS described above, the Contractor shall immediately apply the SEA/HS Response Mechanism, as described by the Project GBV: SEAS/HS Action Plan which is available at the project management unit level.

V.4. Plan/Programme/Measures to Prevent Damage to People and Property

The safety measures for personnel on the site and users to be observed are those aimed at ensuring that the health of the personnel working on the site as well as those of the residents living near the site of the site are safe. In this sense, the entrepreneur will have to comply not only with NES No. 2 (Employment and working conditions), but also with NES No. 4 (Health and safety of the population). Among the measures are the wearing of safety equipment by the

rights-of-way when they are released following an acquisition procedure that is the responsibility of the Government/Borrower

Before the start of the work, the Contractor must instruct a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan which will be formalised by a Minutes signed by all parties (Contractor, Project Manager, concessionaires).

The Contractor must take all necessary precautions to avoid any kind of damage to persons or property of any kind, including properties adjacent to the work, being solely and exclusively responsible for the repair of damage and injury caused by and/or its work.

The Contractor may only commence work in areas where it is necessary to permanently restrict access to the land once the dispossession or physical displacement has been completed and the subsequent release of the areas for the performance of the work has been completed, which is the responsibility of the Contractor. To this end, the Contractor will present the details of the schedule for the execution of the work. The areas to be available for this project are described in the Work Relocation Plan, on the basis of these specifications.

In order to ensure the maintenance of existing services in the areas of direct influence, before the start of the works, the Contractor must ask the Contractor to make formal communication with the entities or concessionaires of services (telephony, sanitation, water, distribution and gas) so that they proceed with the relocation of the infrastructures likely to be affected by the works, so as not to harm the user population or the development of the works. At the request of the Contractor, the Contractor shall provide communication assistance to the bodies, entities or services related to the project's area of influence.

The Contractor may not restrict the access of pedestrians and vehicles to their homes and/or businesses during the work, avoiding or not as much as possible. Where the restriction cannot be avoided, a management plan including adequate temporary access and previously agreed with the parties concerned shall be prepared for approval by the Contracting Party. The contractor will implement the plan, once approved by the contractor.

For works requiring a temporary interruption of traffic, the Contractor shall submit to the Contractor at least one (1) month in advance its detailed program of work. After approval, the Contractor will be responsible for posting this interruption program wherever necessary, with official information from local authorities and populations (by radio for example). Under no circumstances may traffic interruptions exceed four (4) consecutive hours during the day and eight (8) consecutive hours at night.

The Contractor shall inform the Contractor if, during the course of the works, it is verified that there is a need for transit or transit services for the works, including information on the type and dimensions in order for the Contractor to proceed with the request to stop the passage.

The contractor is required, throughout the duration of the project and along the entire length of the sections included in his contract, to maintain traffic at his own expense if necessary by carrying out diversions and temporary structures for crossing rivers and watercourses. He may, always at his own expense, and under his responsibility, set up rain barriers to preserve his work. He remains liable until provisional acceptance for any damage, whether caused by his own machines or by a third party.

V.6. Cultural Heritage Management Plan/Programme/Measures

To enable the project to generate positive effects on the host social environment, the Contractor is required to hire (apart from its technical management staff) the most workforce in the area where the work is carried out, in order to promote local socio-economic benefits and reduce

Complaints, in accordance with the PMM of the Project, can be made in person at the construction site, by means of the telephone provided by the contractor, the telephone and the channels activated by the Project.

The Contractor will disclose the channels for receiving complaints by means of signs to be installed at least on the site and in graphic documents that are easily understandable by all, produced as part of the communication program. On the sites of the works, the information panels on the MGP will be removable for temporary sites and for permanent sites depending on the duration of the work, they will be fixed and placed in frequently visited places and easily accessible to all people with access to the sites (example: the entrance to the construction sites and remote sites, site notice boards, etc.). etc.)

Complaints will be analyzed and resolved according to their nature and complexity. Complaints that will be handled by the Contractor typically include elements related to the risks and direct impacts of the work, inappropriate conduct with communities, risks to the health and safety of the community that could be caused by the project's activities, equipment and infrastructure, potential exposure of the community to disease.

The Contractor will systematically record all referrals made to the project owner for cases that do not fall within its scope of resolution coverage. A plan containing the cases that have arisen with the process and resolution information will be submitted to the project manager on a monthly basis.

The Contracting Authority or the Delegated Contracting Authority shall be liable for complaints which are not within the Contractor's remit.

VI. SITE WITHDRAWALS AT THE END OF THE WORK

At the end of the work, the Contractor must carry out all the work necessary to restore the premises. The Contractor collects all his equipment, machinery and materials. He may not leave any equipment or materials on the site or in the surrounding area. The concrete areas are demolished and the demolition materials deposited on a suitable site approved by the engineer. At the time of withdrawal, the facility's drains are cleaned to prevent accelerated erosion of the site.

If it is in the interest of the Contracting Authority to recover the fixed installations for future use, the Administration may ask the Contractor to transfer to it without compensation the installations subject to demolition during a withdrawal.

After the equipment has been removed, a report recording the restoration of the site must be drawn up and attached to the report of acceptance of the work.

- Plan/Programme/Measures for the Management of the Influx of Labour;
- Plan/Programme/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS);
- Plan/Programme/Measures for the Prevention of Damage to People and Property;
- Plan/Programme/measures to manage the occupancy of persons on the right-of-way: restriction of access by local residents to their residences or businesses and/or easements of way or transit (See also Resettlement Plan for sub-projects as applicable);
- Cultural Heritage Management Plan/Programme/Measures;
- Social Communication Plan/Programme/Measures;
- Complaint Management Plan: The Complaint Management Mechanism (CMM)
- Fines and penalties;

5) Responsibilities for the implementation of the site ESMP

The responsibility for the implementation of the ESMP must:

- provide a clear description of the entity responsible for carrying out the mitigation and follow-up measures
- Identify staff training and any additional measures that may be required to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

6) Timeline and cost estimate.

A timetable for the implementation of the measures to be taken within the framework of the project, indicating the different stages and coordination with the overall implementation plans of the project. An estimate of its investment cost and recurrent costs as well as the sources of financing for the implementation of the ESMP.

7) Monitoring plan

The GGP will need to define the objectives of the monitoring and indicate the nature of the actions taken in this regard, linking them to the effects considered in the environmental and social assessment and the mitigation measures described. They will have to provide:

- (a) a detailed and technical description of the follow-up actions, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of the measurements, the detection limits (if applicable), and a definition of the thresholds that will indicate the need for corrective actions; and
- (b) monitoring and reporting procedures to: (i) ensure early detection of conditions that require specific mitigation actions, and (ii) provide information on the status and results of mitigation actions.
- (c) an estimate of its investment cost and recurrent costs as well as the sources of financing for its implementation.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. Suspension and Debarment

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the **Employer's** Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Quotation Price

The total price of our offer is: Total price is: *insert the total price including VAT of the quotation in figures and letters, indicating the various amounts and the respective currencies*

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security (Non applicable)

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[Indicate the full name of each beneficiary, their full address, the reason for the payment of each commission, benefit or fee, the amount and currency, if applicable].

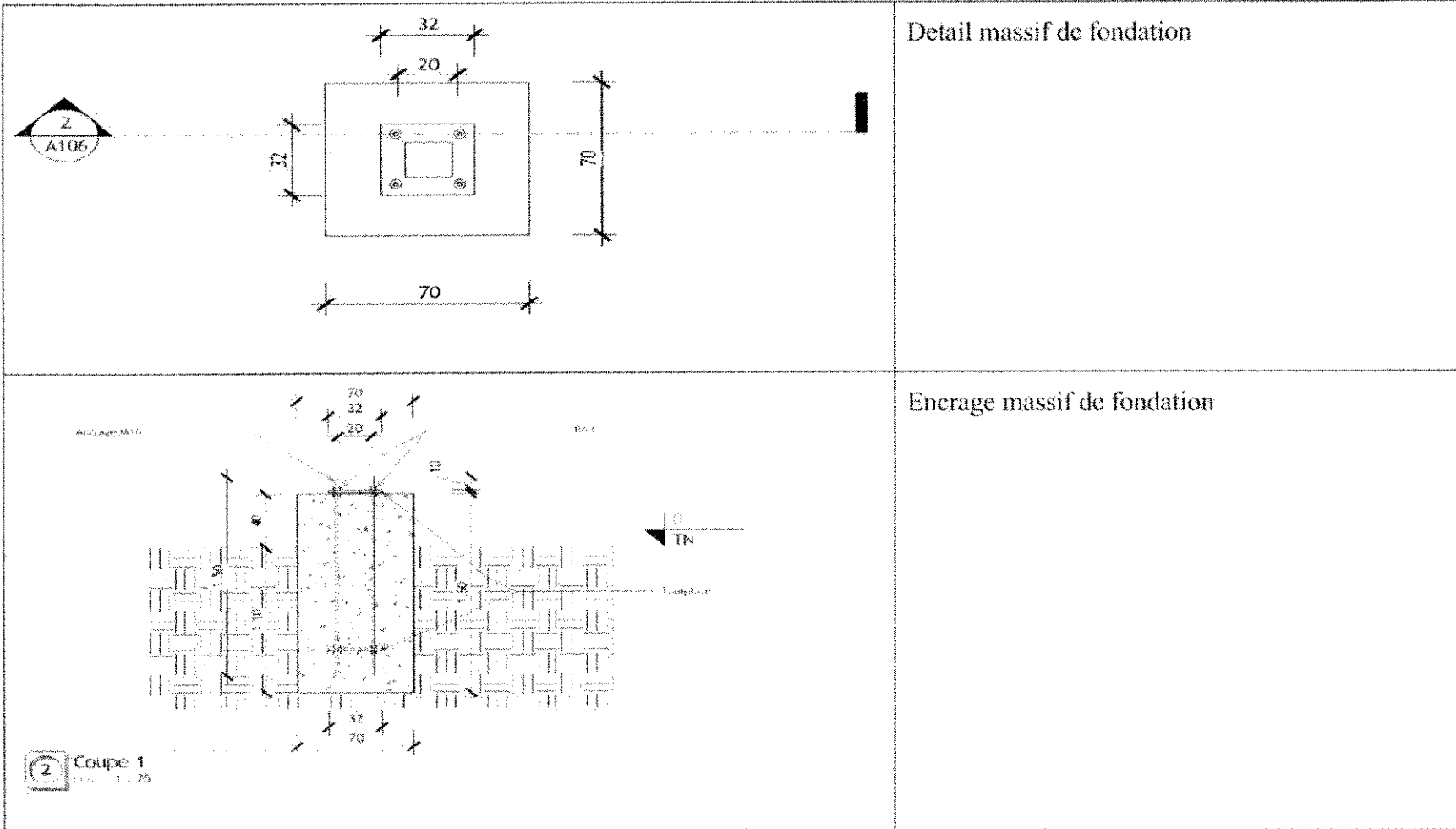
[If none has been paid or is to be paid, indicate "none."]

Name of Recipient	Address	Reason	Amount

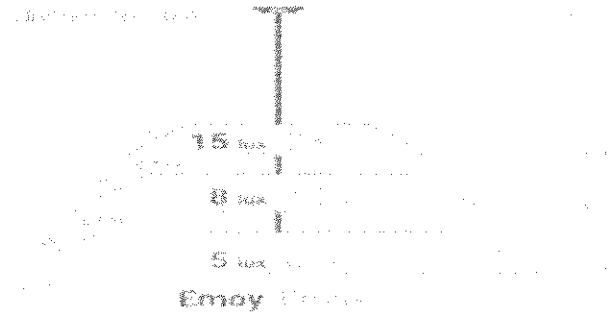
8. Not Bound to Accept

We understand that you reserve the right to:

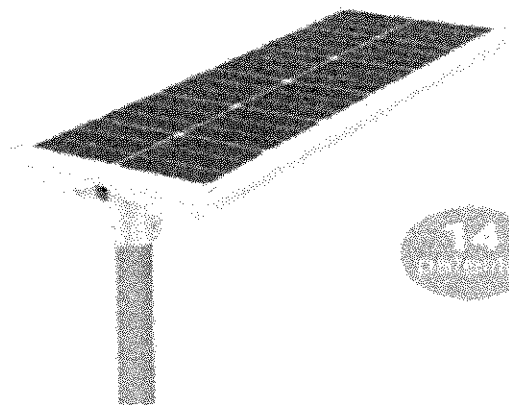
ANNEX PLAN



CARACTÉRISTIQUES

[illegible]

“... 2000 年 12 月 26 日，在江蘇省江浦縣江浦鎮江浦村，發現一具被壓扁的屍體，經初步檢驗，死者為一名年約 30 歲左右的男性，死因不明。死者身上有明顯的壓傷痕跡，初步判斷為被重物壓死。死者身份正在進一步調查中。”



References

1. Hubschrauber	1000000000
Transportkosten des Hubschraubers	15000000 (15000000 € + 4000000 € Transportkosten des Hubschraubers)
Erhöhe der die	500000000 (32 Jahre)
Flugzeugkosten eines	1000000000
Flugzeugkosten eines	1000000000
Flugzeugkosten eines	1000000000

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

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|-----------------------|----------------------|
| Beimischen/Verleihen | Fräseieren/verfräsen |
| Be- / Einmischen | Einfräsen |
| Einmischen einbringen | Einfrähen |

THE UNIVERSITY OF CHICAGO PRESS

[illegible]

2000年12月15日

| | |
|---------------------------|----------------------|
| Abmessungen | 1050 x 375 x 145 mm |
| Flächen | Teile je mat, 550 mm |
| Strom | 12 kg (samt Isomat) |
| Prozessor | 100% |
| T°C der floriationskammer | -24°C bis +10°C |
| Floriationszeit | 14 Tage |
| Abfertigung je Abgabe | 100000 |

Price Schedule and Detailed Specifications forms

UNIT PRICE SCHEDULE (in CFA Francs)

| Description | Units | Unit price in figures | Unit price in letters |
|--|-------|-----------------------|-----------------------|
| PRELIMINARY WORK (Site installation, execution project, felling and pruning, transport of equipment, bringing in and packing up the site) | FF | | |
| Laying the foundation mass (Excavation in ordinary ground, laying the concrete mass, Dimensions: (700X700X1500mm), including anchoring and sealing system for the lamppost masts and any suggestions) | U | | |
| SUPPLY AND INSTALLATION OF SOLAR LAMP (Height of the mast 6m, ALL IN ONE lighting kit in accordance with the technical specifications set out in the Quotation File "Chapter II: General technical specifications of the services") | U | | |

Name of Bidder:

Signature:

Date:

Technical Proposal

The Contractor shall provide:

- the names and details of the suitably qualified key personnel to perform the Contract

| Staff quality |
|---|
| a) Works Director |
| At least degree in Electrical Engineering and proof of training in renewable energies (copy of the diploma) |
| Curriculum Vitae of the Mission Manager, dated and signed |
| At least 3 years' experience in similar works |
| b) Foreman |
| At least HND in electrical power system and proof of training in renewable energies (copy of the diploma) |
| Curriculum Vitae of the Site Manager, dated and signed |
| Seniority ≥ 2 years in a similar field |

- adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract

| Construction equipment |
|--|
| List of small items of equipment relevant to the tasks (produce photocopies of purchase invoices or rental invoices) |

- information on Site organization
- its method statement on the execution of the works
- mobilization and construction schedule
- A summary of other information, if any, that the Contractor considers relevant

| Methodology for carrying out the work |
|--|
| Detailed technical note on the organisation of the work |
| Description of the socio-environmental protection rules |
| Detailed work schedule with deadlines \leq sixty (60) days |
| Special technical specifications, initialled on each page, dated and signed on the last page |
| Environmental and social clauses, initialled on each page, dated and signed on the last page |
| Specific Administrative Clauses initialled on each page, dated and signed on the last page |
| Site visit report |

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Employer** hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws **in force in the Republic of Cameroon** on the day, month and year specified above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Contractor, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

| | | | |
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| Signed by: | | Signed by: | |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: | | in the presence of: | |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

Conditions of Contract

Table of Contents

| | |
|--|-----------|
| A. General..... | 9 |
| 1. Definitions..... | 9 |
| 2. Contract Specific Information..... | 12 |
| 3. Interpretation..... | 16 |
| 4. Prohibitions..... | 16 |
| 5. Project Manager's Decisions | 17 |
| 6. Subcontracting | 17 |
| 7. Cooperation..... | 17 |
| 8. Personnel and Equipment | 17 |
| 9. Employer's and Contractor's Risks | 20 |
| 10. Employer's Risks..... | 20 |
| 11. Contractor's Risks..... | 21 |
| 12. Insurance..... | 21 |
| 13. Site Data..... | 21 |
| 14. Contractor to Construct the Works | 22 |
| 15. Approval by the Project Manager | 22 |
| 16. Health, Safety and Protection of the Environment | 22 |
| 17. Archaeological and Geological Findings..... | 22 |
| 18. Possession of the Site..... | 23 |
| 19. Access to the Site..... | 23 |
| 20. Instructions, Inspections and Audits..... | 23 |
| 21. Appointment of the Adjudicator..... | 23 |
| 22. Procedure for Disputes..... | 24 |
| 23. Fraud and Corruption..... | 25 |
| 24. Security of the Site..... | 25 |
| B. Time Control..... | 25 |
| 25. Program and Progress Reports..... | 25 |
| 26. Extension of the Completion Date..... | 26 |
| 27. Acceleration | 26 |
| 28. Delays Ordered by the Project Manager..... | 26 |
| 29. Management Meetings..... | 26 |
| 30. Early Warning..... | 27 |
| C. Quality Control | 27 |
| 31. Identifying Defects..... | 27 |
| 32. Tests | 27 |
| 33. Correction of Defects..... | 27 |
| 34. Uncorrected Defects..... | 27 |
| D. Cost Control..... | 27 |

Conditions of Contract

A. General

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| <p>1. Definitions</p> | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> (a) The Accepted Contract Amount means the amount accepted in the Letter of Award of Contract for the execution and completion of the Works and the remedying of any defects. (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in CC 21. (d) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Contractor's Quotation. (f) Compensation Events are those defined in CC 40. (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with CC 49.1. (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in CC 3.3 below. (i) The Contractor is the party whose Quotation to carry out the Works has been accepted by the Employer. (j) The Contractor's Quotation is the completed quotation document submitted by the Contractor to the Employer. (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter as adjusted in accordance with the Contract. |
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| | <p>(z) Site Investigation Reports are those, if any, that were included in the request for quotations documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(aa) Specifications means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(bb) The Start Date is given in CC 2.1. It is the latest date when the Contractor shall commence execution of the Works.</p> <p>(cc) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(dd) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ee) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(ff) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the CC 2.1.</p> <p>(gg) "Contractor's Personnel" refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.</p> <p>(hh) "Key Personnel" means the positions (if any) of the Contractor's personnel that are included in the contract.</p> <p>(ii) "Sexual Exploitation and Abuse" "(SEA)" means the following:</p> <p style="padding-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p style="padding-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(jj) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the</p> |
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| | <p>out, and that they have every facility to perform their duties.</p> <p>(d) The Site is located at <i>the locality of Bombe in MBONGE Council</i>.</p> <p>(e) The Start Date shall be: <i>upon notification of the start-up order</i>.</p> <p>(f) The Works consist of:</p> <ul style="list-style-type: none"> - <i>preliminary work ;</i> - <i>installation of the foundation;</i> - <i>Supply and installation of the solar street lamps</i> - <i>Commissioning of the equipment.</i> <p>2.2 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><u>Address for notices to the Employer:</u></p> <p><i>MBONGE Council</i></p> <p><i>The Mayor of the MBONGE Council</i></p> <p><i>MEME Division</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><u>Address for notices to the Contractor:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><u>Service orders:</u></p> <ul style="list-style-type: none"> - <i>The service order to start work is signed by the Mayor of MBONGE (Employer) and notified to the Co-contractor by the head of the contract department with a copy to the DDMINMAP-MEME and the Contract Engineer.</i> - <i>On the proposal of the Contract Engineer, service orders that have an impact on the objective, the deadline for execution and/or the cost of the contract will be signed by the Mayor of MBONGE (Employer), after obtaining the opinion of the Contract Engineer and the Head of the Contract Department and notified to the Co-contractor by the Head of the Contract Department with a copy to the DDMINMAP-MEME, the Contract Engineer, etc.</i> |
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| | <p>2.8 CC 18: Site Possession Date(s) shall be: <u>the locality of DIEKA BAFAW in MBONGE Council</u></p> <p>2.9 CC 21: Appointing Authority of Adjudicator: <u>Managing Director of ARMP</u></p> <p>2.10 CC 25.1: A Program for the Works shall be submitted within: <u>deux weeks</u> from the date of the Letter of Award of Contract.</p> <p>2.11 CC 25.2: The period for submission of progress reports is: <u>every two weeks</u></p> <p>2.12 CC 33: The Defects Liability Period shall be: six (06) months from the date of Completion.</p> <p>2.13 CC 43: The retention amount shall be 10% of the value of the contract including all taxes.</p> <p>2.14 CC 44.1: The liquidated damages for the whole of the Works shall be:</p> <ul style="list-style-type: none"> - 1/2000th of the total price excluding VAT of the contract per calendar day of delay from the first to the thirtieth day beyond the contractual deadline and, - 1/1000th of the total contract price excluding VAT per calendar day of delay beyond the thirtieth day. <p><u>SPECIAL PENALTIES</u></p> <p>In addition to the penalties for exceeding the deadline, the contractor is liable to special penalties of CFAF 50,000 for failure to comply with the provisions of the contract, in particular:</p> <ul style="list-style-type: none"> - Late submission of the final bond within 15 days of notification of the Letter of Contract; - Late submission of insurance 15 days from notification of the DSO; - Delay of one month in fixing the site sign from the date of notification of the service order to start work; - Absence of the site log within 15 days of notification of the DSO; - Late submission of the execution project provided that the delay is the fault of the co-contractor within 15 days of notification of the Letter of Contract. <p>2.15 CC 44.1: The maximum amount of liquidated damages for the whole of the Works is: 10% of the final Contract Price.</p> |
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| | <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 5. Project Manager's Decisions | 5.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 6. Subcontracting | 6.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 7. Cooperation | 7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Employer, to carry out on or near the Site work, if any, not included in the Contract. |
| 8. Personnel and Equipment | <p>8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its quotation, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the quotation.</p> <p>8.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage; |

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| | <p>indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>8.3.7 Child Labor. The Contractor, including its Subcontractors, shall <i>not</i> employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or (d) transport of heavy loads; (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or |
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| | <p>radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>10.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date. |
| 11. Contractor's Risks | <p>11.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p> |
| 12. Insurance | <p>12.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in CC 2.6, for listed events which are due to the Contractor's risks:</p> <p>12.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>12.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>12.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>12.5 Both parties shall comply with any conditions of the insurance policies.</p> |
| 13. Site Data | <p>13.1 The Contractor shall be deemed to have examined any Site Data referred to in CC 2.7, supplemented by any information available to the Contractor.</p> |

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| 18. Possession of the Site | 18.1 If possession of a part is not given by the date stated in CC 2.8 , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 19. Access to the Site | 19.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 20. Instructions, Inspections and Audits | 20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. |
| | 20.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs. |
| | <p>20.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 2.2 e. of Appendix A to the CC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to CC 23.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 21. Appointment of the Adjudicator | <p>21.1 The Employer and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Employer and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in CC 2.9, to appoint the Adjudicator within 7 (seven) days of receipt of such request.</p> <p>21.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning</p> |

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| | <p>one or more arbitrators appointed in accordance with the said Rules.</p> <p>(b) Contracts with Contractor national of the Employer's Country:</p> <p>In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.]</p> |
| 23. Fraud and Corruption | <p>23.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the CC.</p> <p>23.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| 24. Security of the Site | <p>24.1 <i>[Insert the following where the Contractor is responsible for the security of the Site]</i> The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (a) for keeping unauthorized persons off the Site; (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor. <p>The Contractor shall require the security personnel to act within the applicable Laws.</p> |
| B. Time Control | |
| 25. Program and Progress Reports | <p>25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in CC 2.10. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show any effect of Variations and Compensation Events.</p> |

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| 30. Early Warning | <p>30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.</p> <p>30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> |
| C. Quality Control | |
| 31. Identifying Defects | <p>31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> |
| 32. Tests | <p>32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p> |
| 33. Correction of Defects | <p>33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in CC 2.12. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 34. Uncorrected Defects | <p>34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p> |
| D. Cost Control | |
| 35. Contract Price² | <p>35.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used</p> |

² In lump-sum contracts, replace CC 35.1 as follows:

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| | <p>37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>37.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in CC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.⁵</p> |
| 38. Payment Certificates | <p>38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.</p> <p>38.3 The value of work executed shall be determined by the Project Manager.</p> <p>38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁶</p> <p>38.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>38.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> |
| 39. Payments | <p>39.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 (twenty eight) days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p> |

⁵ In lump-sum contracts, delete this paragraph.

⁶ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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| | <p>40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>40.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p> |
| 41. Tax | <p>41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date of submission of quotations for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.</p> |
| 42. Price Adjustment | <p>42.1 Prices shall not be adjusted for any fluctuations in the cost of inputs.</p> |
| 43. Retention | <p>43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in CC 2.13 until Completion of the whole of the Works.</p> <p>43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with CC 49.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.</p> |
| 44. Liquidated Damages and Bonuses | <p>44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in CC 2.14 for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in CC 2.15. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any</p> |

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| 47. Dayworks | <p>47.1 If applicable, the Dayworks rates in the Contractor's Quotations shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>47.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p> |
| 48. Cost of Repairs | <p>48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p> |
| E. Finishing the Contract | |
| 49. Completion | <p>49.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.</p> <p>49.2 The provisional and final acceptance Committee is composed as follows :</p> <ul style="list-style-type: none"> - The President: The Mayor of Mbonge or his representative - The reporter: The engineer from MBONGE Council (market engineer) - The members: <ul style="list-style-type: none"> ✓ The person in charge of the community ✓ MINEE Departmental Delegate for MEME or his/her representative - The observer: MINMAP Departmental Delegate for MEME or his/her representative - The Contractor <p>Any other person invited by the Chairman of the Reception Committee for their expertise.</p> <p>49.3 The guarantee period is 6 months</p> |
| 50. Taking Over | <p>50.1 The Employer shall take over the Site and the Works within 7 (seven) days of the Project Manager's issuing a Certificate of Completion.</p> |

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| | <p>the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(f) the Contractor does not maintain a Security, which is required;</p> <p>(g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in CC 2.15; or</p> <p>(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the CC, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.</p> <p>53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> |
| | <p>53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> |
| | <p>53.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under CC 53.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> |
| <p>54. Payment upon Termination</p> | <p>54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage specified in CC 2.21 to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>54.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |

APPENDIX A

TO CONTRACT CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date].

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No].*

This is to notify you that your Quotation dated *[insert date]* for execution of the . .
. *[insert name of the contract and identification number, as given in the CC]*
. for the Accepted Contract Amount of *[insert amount in numbers and words
and name of currency]*, as corrected and modified in accordance with the Request for
Quotations is hereby accepted by our Agency.

Please find enclosed herewith the Contract. You are requested to sign the contract within
[insert no of days].

[Insert the following only if Performance Security is required:] "You are also requested to
furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of
the Contract, using for that purpose one of the Performance Security Forms attached to the
Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

REPUBLIQUE DU CAMEROUN

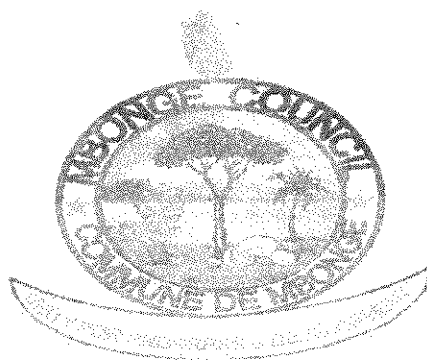
Paix – Travail – Patrie

MINISTERE DE DECENTRALISATION ET
DEVELOPEMENT LOCALE

REGION DU SUD-OUEST

COMMUNE DE MBONGE

SERVICE DE PASSATION DES
MARCHES PUBLIQUE



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT

SOUTHWEST REGION

MBONGE COUNCIL

SERVICE FOR THE AWARD OF
PUBLIC CONTRACTS

PROCUREMENT OF SMALL WORKS

Mbonge Council Internal Tender Board

REQUEST FOR QUOTATIONS

**N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025
CONCERNING THE SUPPLY AND INSTALLATION OF SOLAR STREET
LAMPS IN BOMBE, AT MBONGE COUNCIL, MEME DIVISION, SOUTH-
WEST REGION**

EMERGENCY PROCEDURE

Project Name: LOCAL GOVERNANCE AND RESILIENT COMMUNITIES
PROJECT (PROLOG)

Project owner: THE MAYOR OF MBONGE COUNCIL (PROLOG-MBONGE
COUNCIL PERFORMANCE-BASED GRANT AGREEMENT
MEME DIVISION, SOUTHWEST REGION)

Country: CAMEROON

Credit No : Crédit IDA N°72130- CM

No STEP: CM-UCR-SUD-OUEST-510142-CW-RFQ

Issued on : 09/10/2025

October 2025

REPUBLIQUE DU CAMEROUN

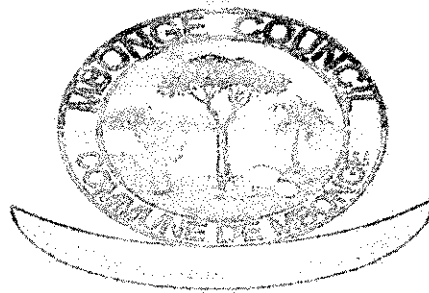
Paix – Travail – Patrie

MINISTRE DE DECENTRALISATION
DEVELOPEMENT LOCALE

REGION DU SUD-OUEST

COMMUNE DE MBONGE

SERVICE DE PASSATION DES
MARCHES PUBLIQUES



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT

SOUTHWEST REGION

MBONGE COUNCIL

SERVICE FOR THE AWARD OF
PUBLIC CONTRACTS

Internal Tender Board REQUEST FOR QUOTATIONS

**N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025
CONCERNING THE SUPPLY AND INSTALLATION OF SOLAR STREET
LAMPS IN BOMBE, AT MBONGE COUNCIL, MEME DIVISION, SOUTH-
WEST REGION**

EMERGENCY PROCEDURE

Request for Quotation (RFQ)

1. The Government of Cameroon has received funding from the World Bank to finance the cost of the **Local Governance and Resilient Communities Project (PROLOG)**. As part of its implementation, PROLOG has signed an agreement with **PROLOG-MBONGE COUNCIL PERFORMANCE-BASED GRANT AGREEMENT MEME DIVISION, SOUTHWEST REGION** to build community infrastructure.
2. As part of the agreement, financing for the **Supply and installation of solar street lamps in Bombe, at Mbonge Council, Meme Division, South-West Region, for a performance period of sixty (60) calendar days, for a performance period of sixty (60) calendar days.**
3. **The Mayor of MBONGE Council** now invites quotations from contractors for the Works described in Annex 1: Works Requirements, attached to this RFQ. As soon as the RFQ is published, the tender's file will be made available to all bidders, either at their request to the **MBONGE Council (Employer)** or the PROLOG PMU/RCU.

Fraud and Corruption

4. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the Contract Conditions.
5. In further pursuance of this policy, Contractors shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Materials, Equipment and Services

6. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to Para. 9. At the Employer's request, Contractors may be required to provide evidence of the origin of materials, equipment and services.

- (b) receives or has received any direct or indirect subsidy from another Contractor that submitted a Quotation;
- (c) has the same legal representative as another Contractor that submitted a Quotation;
- (d) has a relationship with another Contractor that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Contractor, or influence the decisions of the **Employer** regarding this Request for Quotations process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Request for Quotations process; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the **Employer** or Borrower for implementing the Contract; or
- (g) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security (Not applicable)

14. The successful company must provide a **Performance Bond** in accordance with the terms of the contract

Validity of Quotations

15. The quotations shall be valid until *ninety (90) days after opening the tenders*

Price

16. The Contractor shall quote its total price in the **Contractor's Quotation Form**.
17. The Contractor shall also fill in its rates and prices for all items of the Works described in the attached Bill of Quantities. Items against which no rate or price is entered by the Contractor will not be paid for by the **Employer** when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

The rates and prices shall include all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 7 (seven) days prior to the deadline for submission of quotations

18. A Contractor expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country and wishing to be paid accordingly, shall indicate a foreign currency of its choice in addition to the local currency in **CFA Francs XAF**.
19. The currency(ies) of the Quotation and the currency(ies) of payments shall be the same.

Town: **MBONGE**
 Located at:
 PO. Box:
 Country: **Cameroon**
 Cell phone:
 Mail:

copy to leotabeako@minddevel.gov.cm,
e.abdoul2025@minddevel.gov.cm

Opening of Quotations

25. The opening of the quotations will take place at the **headquarters of the MBONGE Council** on **30/10/2025 at 11 am**, local time, in the presence of the tenderers or their representatives, by the Internal Tender Board.

Evaluation of Quotations

26. The quotations will be evaluated to determine substantial responsiveness of the technical proposal.
- ✓ Check that the Letter of Quotation is properly completed, dated and signed with the name and title of the signatory;
 - ✓ Verification that the Unit Price Schedule and Detailed and Quantitative Specifications have been duly completed, dated and signed.
 - ✓ Assessment of the technical qualification of each admissible tender in accordance with the tender evaluation grid.

TENDER EVALUATION GRID

| No | Designation | BINARY NOTATION |
|----|--|-----------------|
| 1 | Presentation of the Offer | |
| | Compliance with the order prescribed in the RFQ and dividers | Yes/No |
| | Legibility and pagination | Yes/No |
| 2 | Experience of the bidder | |
| | Two references in the execution of works contracts | Yes/No |
| | One reference similar to the mission | Yes/No |
| 3 | Staff quality | |
| | a) Works Director | |
| | At least degree in Electrical Engineering and proof of training in renewable energies (copy of the diploma) | Yes/No |
| | Curriculum Vitae of the Mission Manager, dated and signed | Yes/No |
| | At least 3 years' experience in similar works | Yes/No |
| | b) Foreman | |
| | At least HND in electrical power system and proof of training in renewable energies (copy of the diploma) | Yes/No |
| | Curriculum Vitae of the Site Manager, dated and signed | Yes/No |
| 4 | Construction equipment | |
| | List of small items of equipment appropriate to the task (photocopies of purchase invoices must be provided) | Yes/No |
| 5 | Work execution methodology | |
| | Detailed technical note on the organization of the work | Yes/No |
| | Description of the socio-environmental protection rules | Yes/No |
| | Detailed work schedule with deadlines \leq ninety (60) days | Yes/No |
| 6 | Special technical specifications, initialed on each page, dated, and signed | Yes/No |

Commission Interne de Passation des Marchés **Avis de Demande de Cotations**

N°015/PBG/MBONGE COUNCIL/MEME/ITB/2025 OF 09/10/2025

**Relatif à la fourniture et l'installation de lampadaires solaires dans la
communauté de Bombe, Commune de Mbonge, Département de la
Meme, Région du Sud-Ouest**

Demande de Cotations (DC)

1. Le Gouvernement du Cameroun a reçu un financement de la **Banque mondiale** pour financer le coût du **Projet Gouvernance Locale et Communautés Résilientes (PROLOG)**. Dans le cadre de sa mise en œuvre, le PROLOG a signé une convention avec la **Commune de Mbonge (CONVENTION DE SUBVENTION BASEE SUR LA PERFORMANCE PROLOG-COMMUNE)** pour la réalisation des infrastructures communautaires.
2. Dans le cadre cet accord, il a été convenu le financement de la **fourniture et l'installation de lampadaires solaires dans la communauté de Bombe, Commune de Mbonge, Département de la Meme, Région du Sud-Ouest, pour une période d'exécution de soixante (60) jours calendaires.**
3. Le **Maire de la Commune de Mbonge**, invite les potentiels prestataires à soumettre les Cotations pour la prestation décrite dans l'Annex 1 : Spécifications des travaux, jointes à la présente Demande de Cotation. Dès publication de la lettre de demande de cotations, la Demande de Cotation sera mis à la disposition de tous les potentiels soumissionnaires, sur demande auprès de la **Commune de Mbonge (Maître d'ouvrage)** ou de l'UGP/UCR PROLOG.

Fraude et Corruption

4. La Banque exige le respect des Directives de la Banque en matière de lutte contre la corruption et de ses politiques et procédures de sanctions en vigueur, telles qu'énoncées dans le Cadre de sanctions du Groupe de la Banque mondiale, tel qu'il est établi à l'Annexe A des Conditions Contractuelles.
5. Dans le cadre de cette politique, les Entrepreneurs autorisent et doivent faire en sorte que leurs agents (déclarés ou non), sous-traitants, prestataires de services, fournisseurs et personnel, permettent à la Banque d'inspecter tous les comptes, dossiers et autres documents relatifs à la Demande de Cotation et à l'exécution du marché (en cas d'attribution), et de les faire vérifier par les vérificateurs nommés par la Banque.

Eligibilité des matériaux, équipements et services

6. Les matériaux, équipements et services qui doivent être fournis en vertu du marché et financés par la Banque peuvent avoir leur origine dans tout pays, sous réserve des dispositions du

- (b) reçoit ou a reçu une subvention directe ou indirecte d'une autre Entreprise qui a soumis une cotation;
- (c) a le même représentant légal qu'une autre Entreprise qui a soumis une Cotation;
- (d) a une relation avec une autre Entreprise qui a soumis une Cotation, directement ou par l'entremise de tiers communs, qui la mette en mesure d'influencer la Cotation d'une autre Entreprise ou d'influencer les décisions du Maître d'Ouvrage concernant le processus de Demande de Cotation; ou
- (e) ou l'un de ses affiliés a participé en tant que consultant à la préparation de la conception ou des spécifications techniques des ouvrages qui font l'objet du processus de Demande de Cotation; ou
- (f) ou l'un de ses affiliés a été recruté (ou est proposé d'être recruté) par le Maître d'Ouvrage ou l'Emprunteur pour la mise en œuvre du marché; ou
- (g) fournirait des biens, des travaux ou des services autres que des services de consultant résultant ou directement liés à des services de consultant pour la préparation ou la mise en œuvre du projet spécifié dans la cette Demande de Cotation, qu'elle fournissait elle-même ou par toute société affiliée qui contrôle directement ou indirectement, est contrôlée ou est sous contrôle commun avec cette entreprise; ou
- (h) a une relation d'affaires ou familiale étroite avec un personnel cadre de l'Emprunteur (ou de l'organisme de mise en œuvre du projet, ou d'un bénéficiaire d'une partie du prêt) qui : (i) participe directement ou indirectement à la préparation de la Demande de Cotation ou de spécifications et/ou à l'évaluation des Cotations, du marché en question; ou (ii) participerait à la mise en œuvre ou à la supervision de ce marché à moins que le conflit découlant de cette relation n'ait été résolu d'une manière acceptable pour la Banque tout au long du processus de Demande de Cotation et d'exécution du marché.

Garantie de bonne exécution (Non applicable)

14. L'Entreprise retenue doit fournir une Garantie de Bonne Exécution conformément aux conditions du marché.

Validité des Cotations

15. Les Cotations seront valides jusqu'à *quatre-vingt-dix (90) jours après l'ouverture des offres/cotations.*

Prix proposé

16. L'Entreprise devra indiquer le prix total dans le formulaire intitulé « Cotation de l'Entreprise »
17. *L'Entreprise doit également fournir les prix unitaires de tous les éléments des Travaux décrits dans le Détail Quantitatif et Estimatif joint. Les articles pour lesquels aucun prix unitaire n'est fourni, ne feront pas l'objet de paiement à l'Entreprise par le Maître d'Ouvrage lorsqu'ils seront exécutés et seront considérés couverts par les prix unitaires pour d'autres articles et prix du Détail Quantitatif et Estimatif.*

Les prix comprendront tous les droits, taxes et autres prélèvements payables par l'Entreprise en vertu du Marché, à compter de la date 7 (sept) jours précédant la date limite de soumission des cotations.

18. Un Entreprise qui prévoit d'engager des dépenses dans d'autres monnaies pour les intrants nécessaires à l'exécution des travaux provenant de l'extérieur du pays du Maître d'Ouvrage et qui souhaite être payé en conséquence, doit indiquer une monnaie étrangère de son choix en plus de la monnaie locale en **Francs CFA XAF**
19. La/es monnaie/s de la Cotation et la/es monnaie/s de paiement devra/ont être la/es même/s.

23. L'heure et la date limites pour la soumission des Cotations est le **30/10/2025 à 10 heure**.

NB : *Toute offre reçue après la date limite de dépôt des offres sera rejetée. L'ouverture des offres se fera en présence des représentants des soumissionnaires à l'adresse susmentionnée.*

24. L'adresse pour la soumission des Cotations est la suivante :

A l'attention de: **Le Maire de la Commune de Mbonge**
Administration: **La Commune de Mbonge**
Ville: **Mbonge Marumba**
Boîte Postale: **03**
Pays: **Cameroun**
Cell phone: **675730808**
Mail : **nkonghoeddie@gmail.com copy to leotabeako@minddevel.gov.cm,**
e.abdoul2025@minddevel.gov.cmOuverture des Cotations

Ouverture des Quotations

25. Les Cotations seront ouvertes le **30/10/2025 à 11 heure** par les représentants du Maître d'Ouvrage en presence des representants des soumissionnaires.

Évaluation des Cotations

26. Les Cotations seront évaluées afin de s'assurer de la conformité de la proposition technique.

- ✓ Vérifier que la lettre de devis est dûment complétée, datée et signée, avec le nom et le titre du signataire ;
- ✓ Vérifier que le bordereau des prix unitaires et les spécifications détaillées et quantitatives sont dûment complétés, datés et signés.
- ✓ Évaluer la qualification technique de chaque offre recevable conformément à la grille d'évaluation des offres.
- ✓ Vérifier les opérations arithmétiques, multiplier les prix unitaires par les quantités si nécessaire et utiliser le prix en toutes lettres pour effectuer les corrections nécessaires ;
- ✓ Établir un tableau récapitulatif des devis à partir des montants corrigés des erreurs arithmétiques, classés par ordre croissant.

27. Aux fins de l'évaluation et de la comparaison, la/es monnaie/s des cotations doit/vent être convertie/s en une même monnaie. La monnaie qui doit être utilisée aux fins de comparaison pour convertir les prix proposés, exprimés dans diverses monnaies en la monnaie de comparaison au taux de change à la vente sera la suivante : **Francs CFA (XAF)**. La source du taux de change est la suivante : **Banque des Etats de l'Afrique centrale (BEAC)**. La date du taux de change est : **vingt-huit (28) jours avant la date de soumission des offres**.

NB : *Si la devise de référence n'est pas cotée à cette date, le taux de change sera celui du dernier jour coté précédent.*

28. Pour les cotations techniquement conformes, les prix totaux évalués, à l'exclusion des sommes provisionnelles et toute provision pour les imprévus, mais y compris les travaux en régie lorsque leurs prix sont établis de manière compétitive, seront ensuite comparés pour déterminer le prix/s évalué le plus bas.

Attribution du marché


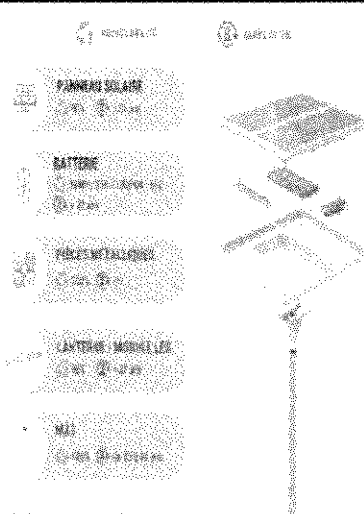
29. Le Marché sera attribué à l'Entreprise qui satisfait aux exigences d'admissibilité conformément à la DC, qui offre le prix/s évalué le plus bas, qui offre une cotation techniquement conforme et qui garantit l'achèvement des travaux à la date spécifiée.

ANNEX 1: Works Requirements

Specifications

1- Technical specifications, special specifications and drawings

CHARACTERISTICS OF THE ALL-IN-ONE SOLAR STREETLIGHT

| | Item | Description technique | Images |
|-------------------|--|--|--|
| Eclairage | Module LED | LED haute efficacité-Technologie Multi chip (IP67) |  |
| | Flux lumineux | 3500 à 7000 lumens | |
| | Consommation | 20 W à 40W | |
| | Efficacité lumineuse | Jusqu'à 175 lm/W (4000K) | |
| | Température de couleur | 2700K, 3000 K & 4000 K | |
| | Durée de vie | 50 000 heures | |
| | Certificats | EN 62031, EN 62471 | |
| Panneaux solaires | Technologie | Module photovoltaïque (Silicium monocristallin) |  |
| | Puissance | 80 Wc (2x40 Wc) | |
| | Caractéristiques électriques par panneau | $I_{sc} = 2,19 \text{ A}$ / $V_{oc} = 24,17 \text{ V}$ / $I_{mp} = 2,01 \text{ A}$ / V_m | |
| | Dimension d'un panneau | 776 x 350 mm | |
| | Durée de vie | a 20 ans à 80% de puissance initiale | |
| | Inclinaison | Horizontale | |
| | Structure | Sans cadre | |
| | Certificats | IEC 61215 ; IEC 61730 I and II | |
| Batterie | Technologie de batterie | Batterie NiMH, sans maintenance, haute résistance aux températures extrêmes | |
| | Tension | 24 V | |
| | Capacité | 240 Wh | |
| | Température de fonction | -40 °C à 70 °C | |
| | Durée de vie | 12 ans | |

- UTE C 57-310: direct conversion of solar energy into electrical energy;
- NF EN 61727: Photovoltaic (PV) system - Characteristics of the grid connection interface;
- NF EN 61173: Overvoltage protection of photovoltaic (PV) power generation systems;
- IEC 61724: Monitoring the performance of photovoltaic systems - recommendations for the measurement, transfer and analysis of data;
- NF EN 60904-3 (C57-323): Photovoltaic devices -Part: Measurement of photovoltaic current-voltage characteristics - Part 3: Principles for measurement of solar photovoltaic (PV) devices for terrestrial use including reference spectral illumination data;
- NF EN 61215 Mono or poly crystalline silicon photovoltaic (PV) modules: Design qualification and approval;
- NF EN 61730-1 (C57 -111-1) Qualification for safe operation of photovoltaic modules - Part 1: Requirements for construction;
- NF EN 61730-2 (C57 -111-2) Qualification for safe operation of photovoltaic modules - Part 2: Requirements for testing;

4.3- Standards and texts relating to public lighting installations

The public lighting installations covered by this contract must comply with the regulations, laws, decrees, orders, standards and publications in force in Cameroon relating to public lighting. In the absence of such texts, the following will apply:

- NF EN 60598 standards on the safety of luminaires;
- Standard UTE C 17-205 applicable to the characteristics of public lighting;
- Standard NF C 17-200 relating to street lighting installations;
- Standard NF C 17-202 applicable to illuminations and lighting motifs;
- Standard NF EN 13201 concerning public lighting, parts 1, 2, 3 and 4;
- Standard NF EN 40 concerning public lighting columns;
- Standard EN 62031 ;
- Standard EN 62471;
- Standard IEC 61215 ;
- Standard IEC 61730 I; and II ;
- Standard EN 62133
- CE standard, EN 61000.

4.4- Others texts

The fact that all the regulations are not mentioned does not exempt the Contractor from complying with them. By signing the Contract, the Contractor assumes responsibility for the design and execution of the installations. He must therefore make any comments he may have on the design of the file before signing the Contract. If, during the course of the works, new regulations come into force, the Contractor must inform the Engineer in writing, specifying how these new regulations are to be applied and their impact on the current operation..

Article 5 : Quality and origin of equipment

All materials, equipment and accessories used in the installations must be new and of first quality.

particular the installation of modules and supporting structures, the implementation of photovoltaic installations, electrical wiring, work at height, metal joinery, wood joinery and masonry.

The organisation plan that the Co-contractor must provide in its technical offer must specify the function and tasks that will be carried out by each of the operators.

Chapter II : General technical specifications for services

Article 11: Definitions

A solar streetlight is a public lighting system powered by photovoltaic solar energy. For the purposes of this specification, it comprises:

- A lamppost: this is the assembly made up of the mast and the bracket;
- A luminaire or lamppost head: this is the mechanical, optical and electrical assembly comprising one or more lamps. It is used both to distribute and control the luminous flux and to protect the lamps and the electrical and mechanical devices against the elements;
- One or more photovoltaic modules;
- One or more exposed or buried storage batteries;
- A charge controller;
- The entire control system;
- A mounting plate..

Article 12 : Database

12.1- Sunshine

Solar irradiation in the South-West Region is estimated at 4.5 kWh/m²/d..

12.2- The number of solar-powered street lamps

The number of solar-powered streetlamps will be indicated in the estimate and quantity specifications.

Article 13 : The candelabra

In user-friendly pole hot deep galvanized steel of the type Polygone Ronde Octogonale - Bras simple double, it will have to be dimensioned to support the whole of the lamppost device and will have to have a wind resistance ≥ 160 KH. The height of the light will be 7m to 9m.

The stock must ensure that the reflector is oriented horizontally and that the luminous flux is distributed evenly across the width of the road, avoiding losses.

Article 14 : The luminaire

The luminaire comprises an optical system consisting of a reflector, a refractor and an adjustment device. This system as a whole must guarantee high efficiency with no light emission above the horizon. To this end, the luminaire bowl must be flat, transparent and resistant to bad weather, which scatters the light and causes unnecessary losses.

The lighting must be IP67 and the lamps must be high-efficiency LEDs using Multi chip technology with a power consumption of 20W to 40W, a luminous efficacy of up to 175 lm/W (4000k) and a minimum life of 50,000 hours.

The luminous flux should be greater than 3500 to 7000*lumens for roads and the colour temperature 27000 K, 3000 K & 4000 K.

The lamps will have to be certified to EN 62031, EN 62471.

- Open circuit voltage 45 V
- Max charge/discharge current 4.2 A
- Electrical protection Electronic fuse
- Water resistance IP65 with sealed connectors
- CE, EN 61000 certified

Article 18 : General system

Matériaux Capot ABS PMMA (recyclé à 70%) et aluminium

SCx0.147 m²

Fixation Montage en top 60 mm

Poids (Hors mat)19 kg

Détecteur de mouvements (obligatoire) Rayon détection : 5 à 10 m en fonction de la hauteur d'installation

Article 17 : The charge regulator

The regulator protects the battery against overcharge from the PV module and deep discharge from consumer appliances. For the work covered by this contract, a series regulator will be used, the selection criteria of which will be as follows:

- Possibly a “schottky” type diode;
- Quality terminals with easy access;
- Thermal compensation of the load ($T > 30^{\circ}\text{C}$ and $T < 0^{\circ}\text{C}$);
- Minimal internal power consumption (a few mA maximum);
- Manual reset of the outputs;
- Full-load and output cut-out indicators;
- Output protection (fuses).

Article 18: Earthing and lightning protection

The interconnection of grounds is of fundamental importance for the correct operation of lightning and overvoltage protection. The metal grounds of the equipment must be interconnected and earthed.

To protect equipment against indirect lightning strikes, lightning arresters must be installed on both sides of the various connections.

Article 19: Streetlight control

A control device for the streetlights should enable the lamps to be switched on and off at the appropriate times using the usual devices (contactors, twilight switches, etc.). Such a device may be integrated into the charge controller. A dimmer should also be used to reduce energy consumption in the middle of the night.

Article 20: Fixing and civil engineering

The lamp post will be fixed to the ground on a parallelepiped concrete base using a fixing plate and four anchoring rods. This assembly must be dimensioned in accordance with good engineering practice to withstand the loads caused by the lamp post.

Article 21: Felling and pruning (where applicable)

Work under this heading includes

| | | | |
|------------------|---|--------------------|--|
| | BATTERIES | Capacity | |
| | | Voltage | |
| | | Number of series | |
| | | Number of branches | |
| | Total capacity (Ah) | | |
| | | | |
| REGULATOR | Input current or photovoltaic field current (A) | | |
| | Output current(A) | | |
| | Characteristic current(A) | | |

Article 23 : Technical characteristics of the works

(to be completed by the tenderer)

| Contract: | | | | |
|-------------------------|-----------------|-----------------|------------------|----------|
| Town: | | | | |
| District: : | | | | |
| Department: | | | | |
| Region: | | | | |
| Number of streetlights: | | | | |
| PHOTOVOLTAIC GENERATOR | | RFQ requirement | Company proposal | Comments |
| Solar panel | Make | | | |
| | Type | | | |
| | Power | | | |
| | Efficiency | | | |
| | Nominal voltage | | | |
| | Number | | | |
| Battery | Brand | | | |
| | Type | | | |
| | Capacity (Ah) | | | |
| | Voltage(V) | | | |

| | | | | |
|-------------|---------------------|--|--|--|
| Base plate | Material | | | |
| | Dimension(LxWxH) mm | | | |
| Fixing rods | Material | | | |
| | Number | | | |
| | Dimensions | | | |

1. CONDITIONS OF PROVISIONAL ACCEPTANCE

Provisional acceptance will be pronounced on the basis of the results and observations made on site, unless the contractor has reservations in the site notebook.

The conditions for provisional acceptance will include

Availability of the technical pre-acceptance report,

Trials or tests of the solar streetlight system.

A provisional acceptance report will be drawn up.

2. CONDITIONS OF FINAL ACCEPTANCE

Final acceptance will take place at the end of the six (06) month guarantee period.

No specific tests will be carried out, but simply a new check on the operation of the solar system, a check on the condition of the streetlights and batteries, a check on the availability of the masts, and a survey of the population to ensure that the equipment has functioned properly over time.

If conditions are found to be inferior to those at provisional acceptance, the contractor will be obliged to restore the initial characteristics at his own expense..

3. SITE VISIT

Candidates are **recommended** to visit the project site in order to understand the site constraints. Tenderers must take particular account of all constraints when drawing up their financial proposal. To this end, the successful tenderer must take particular care in planning tasks, organising the site and controlling expenditure, in order to avoid any slowdown or stoppage of work.

4. EXECUTION AND RECOLLEMENT PROJECT

In the context of this contract, the successful tenderer will produce, within a maximum of fifteen (15) days, its execution project including:

- the recommended methodology ;
- the execution schedule ;
- list of personnel employed
- site organisation chart
- work and supply schedule;
- the list of suppliers;
- working drawings in approved scales;
- health and safety measures.

Electrical plans, where applicable, will be appended.

At the end of the works, a recollement file will be drawn up including:

- The final completion report with an account of the work carried out,
- the personnel employed

This is the responsibility of the successful contractor. Company personnel, in this case drivers or mechanics, must take the necessary precautions to prevent hydrocarbons from coming into contact with the ground by using the refuse bins. This task is part of the company's duties and is therefore not budgeted for. However, the works monitoring committee will ensure strict compliance with the recommended measures, such as the use of emptying bins.

Machine maintenance and washing areas will have to be concreted and equipped with an oil and grease collection sump. Used or drained oils must be stored in drums in a safe place until they are sent to specialised treatment centres. The same applies to oil filters, batteries and other toxic waste.

❖ **Safety of site personnel and users;**

The safety measures to be observed by site personnel and users are those designed to protect the health of site personnel and local residents. These measures include the wearing of safety equipment by company personnel on the site, dust control and signposting.

To prevent workplace accidents, safety equipment such as gloves, helmets, safety shoes and nose covers must be worn by everyone on the site. The company must also have a first-aid kit and take any necessary steps to limit noise pollution caused by the movement of site equipment and machinery. The company is required to provide all this equipment on site in sufficient numbers, and the project manager is responsible for ensuring strict compliance with these safety measures.

Earthworks, in windy conditions, are likely to cause dust or other fine powders such as cement to be raised. In this case, despite the wearing of nose-covers, which is a protective measure, workers must water the ground during their work.

The company will also ensure that the speed of the various vehicles and machines is limited (to less than 40 km/h). Similarly, it must ensure that all temporary diversions are identified in collaboration with local residents, and do not affect sensitive areas.

In addition to the site signs bearing the project references, the Company is also responsible for erecting safety signs such as those prohibiting access to the site by strangers or those relating to traffic (lorry exits, speed limits, work warnings, etc.).

❖ **Solid waste management ;**

The waste produced during the operation of the infrastructure will be managed using refuse bins and an incineration pit. The microproject budget provides for the supply of two refuse bins and the digging of an incineration pit. And it is up to the company to deliver these bins before the provisional acceptance of the work.

a) **The metal rubbish bin:**

The bin is made up of:

- o This bin must have a capacity of 100 L (1/2 200 L drums),
- o fitted with two handles at the top
- o fitted with tripods in 40 mm angle iron at the base of the bin.
- o The bottom of the bin will be perforated,
- o This refuse bin will be painted green and will bear the inscription to be indicated by the project owner.

The tenderer must establish that it has the following key equipment :

Logistical equipment

| N° | DESIGNATION | STATUT | NEED |
|----|--|-----------------------|----------|
| 1 | List of small items of equipment relevant to the tasks (produce photocopies of purchase invoices or rental invoices) | Ownership or Freehold | Absolute |

Set of small construction equipment

| N° | DESIGNATION | Mode d'acquisition |
|------|------------------------------|--------------------|
| 1 - | Pickaxes | Property |
| 2 - | Shovels | Property |
| 3 - | Joint clamp | Property |
| 4 - | Water levels (flask) | Property |
| 5 - | Spirit levels | Property |
| 6 - | Moulds for 20 breeze blocks | Property |
| 7 - | Moulds for 15 breeze blocks | Property |
| 8 - | Wheelbarrows | Property |
| 9 - | Blasting rods | Property |
| 10 - | Sledgehammers | Property |
| 11 - | Gametes | Property |
| 12 - | Hacksaw | Property |
| 13 - | Hand saws | Property |
| 14 - | Mason's hammers | Property |
| 15 - | Plumb bob | Property |
| 16 - | Shaft lead | Property |
| 17 - | 10l buckets | Property |
| 18 - | Shears | Property |
| 19 - | Wire cutters | Property |
| 20 - | Pincers | Property |
| 21 - | Hard hats | Property |
| 22 - | Gangs | Property |
| 23 - | Boots | Property |
| 24 - | Claws | Property |
| 25 - | 6 claw spanners | Property |
| 26 - | 8 claw spanners | Property |
| 29 - | 10 claw spanners Nail puller | Property |
| 30 - | Spades | Property |
| 31 - | Twine | Property |
| 32 - | Double metre (3, 5m) | Property |
| 33 - | Double metre (5.00m) | Property |

MODEL ENVIRONMENTAL AND SOCIAL SPECIFICATIONS (CCES)

LIST OF ACRONYMS AND ABBREVIATIONS

| | |
|---------|--|
| BIT | International Labour Office |
| CCES | Environmental and Social Clauses |
| CCTP | Special Technical Specifications |
| CGES | Environmental and Social Management Framework |
| CPPA | Planning Framework for Indigenous Peoples |
| CPR | Resettlement Policy Framework |
| E&S | Environmental and Social |
| EAS | Sexual Exploitation and Abuse |
| EPC | Collective Protection Equipment |
| PPE | Personal Protective Equipment |
| ESHS | Environmental, Social, Health and Safety |
| SDS | Safety Data Sheet |
| HIMO | High Labor Intensity |
| BROKEN | Sexual harassment |
| IST | Sexually transmitted infections |
| km/h | Kilometre/hour |
| MINEPDE | Ministry of the Environment, Nature Protection and Sustainable Development |
| D | |
| MGP | Complaint Management Mechanism |
| MGPT | Worker Complaint Management Mechanism |
| STD | Sexually transmitted disease |
| NC | Nonconformity |
| NES | Environmental and Social Standards |
| WHO | World Health Organization |
| XXXX | Project Name |
| PCS | Social Communication Program |
| PEE | Environmental Engagement Plan |
| ESMPS | Environmental and Social Management Plan |
| PGMO | Workforce Management Plan |
| PPMP | Stakeholder Engagement Plan |
| PHSE | Health, Safety and Environment Plan |
| PMU | Project Management Unit |
| AIDS | Acquired immunodeficiency syndrome |
| SST | Occupational Health and Safety |
| HIV | Human Immunodeficiency Virus |
| VCE | Violence Against Children |
| GBV | Gender-Based Violence |

I. INTRODUCTION

This model Environmental and Social Clauses is related to the supply and installation of solar street lamps. The model will also be used to draw the Contractor's particular attention to the environmental, social, safety and health services to be implemented during the execution of the works.

The Contractor will be responsible for the execution of the works according to the requirements and good practices presented in the Environmental and Social (E&S) documents of the project which reflect not only the regulatory requirements of Cameroon but also the provisions of the Environmental and Social Standards (ESS) of the World Bank (Project Funder). In the event of any discrepancies or gaps between Cameroonian legislation and the World Bank's Environmental and Social Standards, the latter will prevail. These provisions list all the environmental and social obligations to be implemented by the Contractor from the service order for the start of the works to the final acceptance of the works by the Project Owner or his delegate.

The Contractor and the Principal Contractor shall ensure that this sample CCES is adapted to the context of the work corresponding to the contract in question, by adjusting to the environmental and social instruments of the project which may provide details on the state of play of the project area, as well as the risks and special situations not mentioned in this CCES.

II. GENERAL OBLIGATIONS

II.1. Contractor's Responsibilities (Contractor and Subcontractors)

The Contractor is solely and fully responsible for compliance with this CCES. The subcontracting of part of the work does not exempt it from full responsibility for compliance with these clauses before the Contractor. It therefore has the following environmental and social obligations:

1. It must prepare, before the actual start of the field work, the ESMP-Site in accordance with the obligations of the CCES and with the World Bank's Environmental and Social Standards;
2. He must implement the ESMP-Site during the entire period from the signing of the contract to the final acceptance of the works by the Project Owner or his delegate;
3. It must equip itself with a dedicated organisation and resources to ensure:
 - (i) the preparation of environmental and social documentation,
 - (ii) environmental and social monitoring of construction activities,
 - (iii) the definition of corrective actions in the event of non-compliance and the prevention of non-compliance,
 - (iv) adequate and timely communication between the various parties involved;
4. It must ensure compliance with Good Environmental, Social, Health and Safety (ESHS) practices including aspects relating to the prevention and management of GBV/EAS/HS incidents in the workplace and in communities, as well as the management of complaints and grievances related to the project;
5. He must know, comply with and ensure compliance with all regulations, laws, decrees, standards and other governmental provisions of a socio-environmental nature, including

environment.

II.2. Commitments of the project management

The Project Manager approves, approves and transmits to the Project Owner this CCES, including the ESMP-site, and ensures the follow-up of the rigorous application of the said CCES.

The Project Manager (a) may at any time have the means used to verify compliance with the regulations and environmental requirements indicated in the CCES carried out at any time; (b) collects the registration and monitoring documents provided for in the organizational plans; (c) prepares the compliance sheet and approves the monthly, quarterly or semi-annual technical reports of the contractor's activities; (d) prepare monthly, quarterly or semi-annual monitoring activity reports and the final evaluation report.

II.3. Internal rules of the contractor

The Contractor must display internal regulations in a visible manner in the various facilities of the remote site specifically prescribing: the prohibition of poaching; compliance with environmental requirements, hygiene rules and safety measures. The said regulation must be signed by the contractor and made available to the Labour Inspector with territorial jurisdiction. During recruitment; Each employee must be made aware of the main lines of these internal regulations.

II.4. Controls, notifications, management of non-conformities and sanctions

II.4.1. Monitoring the implementation of the environmental and social clauses of the CCES

The Contractor's compliance with and effectiveness of the implementation of the CCES is monitored by the Project Manager, as the case may be, through the advice of its environmental, social, health and safety manager or a qualified technical manager whose skills in the environmental and social field are proven. This control is carried out during site visits where corrective actions are directly addressed to the contractor. Depending on the nature of the activity implemented, this control can be daily, weekly or monthly. The findings are transcribed in monthly, quarterly and semi-annual monitoring reports.

II.4.2. Notification of non-conformities

The Project Manager shall notify the Contractor in writing of all cases of failure or non-performance of environmental and social measures. The Contractor must rectify any breach of the requirements duly notified to him by the Project Manager. The resumption of work or additional work resulting from non-compliance with the clauses is the responsibility of the Contractor.

II.4.3. Management of non-conformities

Non-conformities detected during inspections carried out by the Company or the Project Manager will be dealt with in a manner appropriate to the seriousness of the situation. Non-

Project Manager may order the suspension of the work pending the resolution of the non-conformity.

II.4.4. Conditions for suspension of work

At the end of each month, the Project Manager will carry out an assessment of the environmental and social management of the site, based on the non-conformities notified during the period and on the contractor's responsiveness in resolving these non-conformities. This evaluation will lead either to a favourable opinion or to reservations or even penalties, in the event of flagrant non-compliance with environmental and social obligations, or deliberate non-resolution of the non-compliances detected and notified.

In the event of a serious failure of the contractor (Level 3 Non-Conformity), the Owner will have the possibility to suspend activities at the site concerned without financial implication for the Owner until the corrective measures are properly implemented.

II.5. ARRANGEMENTS PRIOR TO THE EXECUTION OF THE WORKS

II.5.1. Resources allocated to environmental and social management

The Contractor, depending on the size of the work, must appoint an Environmental Manager, a Social Manager and on the basis of and after prior notice of no objection from the PMU and the Bank for the implementation of the ESMP on site. He/she will be permanently based in the Main Business Park for the entire duration of the work. This person must be at a sufficient hierarchical level in the Contractor's organization to stop the work if he deems it necessary in the event of level 2 or 3 non-conformity, and to mobilize the machinery, personnel and equipment to implement any corrective measures deemed necessary.

II.5.2. Environmental and Social Management Plan for the site (ESMP-SITE)

The Environmental and Social Management Plan for the site (ESMP-Chantier) is the single reference document where the Contractor defines in detail all the organisational and technical measures that it implements to meet the obligations of the CCES. The ESMP covers the entire period from the date of signature of the Contract to the date of issue of the Certificate of Good Completion issued by the Project Owner. It will be prepared by the Contractor upon receipt of the start-up service order.

The document in provisional form will be presented to the Contracting Authority, at the latest 30 days before the start of the work. The ESMP will be finalised by the Contractor after taking into account the observations of the Contracting Authority/Delegated Contracting Authority, which will be sent to him no later than 20 days after receipt of the provisional document and its final version will be submitted to the Contracting Authority no later than 10 days before the start of the works. The approved plan will constitute the charter for environmental and social issues throughout the construction period.

These preventive measures will make it possible to limit the impact of the site on the environment as much as possible and thus avoid irreversible damage to the most sensitive natural environments.

No traffic is allowed in the wetland with high environmental stakes, materialized on the attached graphic document .

When removing machinery from the construction site area in an asphalt traffic area, all precautions must be taken by the contractor (cleaning basin for example) so as not to pollute these roads.

III.2.3. Installation

The Contractor shall submit to the project proponent an installation plan and the location of the site facilities. The size of its facilities is determined by the volume and nature of the work to be carried out, the site personnel, the number and type of machinery. The site installation plan must take into account the following developments and protection measures:

- The boundaries of the site selected must, if possible, be at least a distance of:
 - o 30 m from the road;
 - o 200 m from a lake, stream or swamp/flood zone;
 - o 100 m from the houses.
 - o Where it is not possible to meet these three requirements, the Contractor shall present the measures it intends to put in place to avoid any inconvenience on the elements considered for the approval of the Contractor Engineer.
- Clearing and felling trees should be avoided or limited. Useful or large trees (diameter greater than 50 cm) are preserved and protected.
- Traffic lanes must be compacted and watered periodically.
- The site must provide adequate drainage of rainwater over its entire surface by avoiding stagnation points.
- The right-of-way of the site facilities must be marked by a HERAS or similar type fence.

During the execution of the contract, the Contractor shall draw up and submit the following documents to the Project Manager within a period in accordance with the Special Administrative Clauses before the installation of the sites:

- the location of the land that will be used;
- a list of agreements made with the owners and current users of these areas and evidence that these users have been able to find similar areas to continue their activities;
- a detailed inventory of the various sites;
- a general plan indicating the different areas of the site, the planned locations and a description of the planned developments;
- a detailed site environmental protection plan for the remote site, before starting construction;
- the amended waste management plan;

III.4.2. Reporting

Monthly Reports:

The Contractor shall submit to the Contractor a monthly E&S activity report summarizing all the E&S actions implemented for the conduct of the works during the previous period.

Incidents and accidents. The company shall immediately notify the PMU of any incident or accident within 48 hours of becoming aware of the incident or accident, in accordance with the template provided in Annex XXXX.

Subsequently, a detailed report of the incident or accident within a time limit set by the Bank following the initial notification, which also proposes any measures to prevent its recurrence, will be drawn up (in accordance with the template provided by the Bank).

The E&S activity report will be submitted no later than 7 working days after the due date of the relevant month. It will contain at least the following information:

- A situation on the staff assigned to the work (status of contracts, representation (gender, local populations, indigenous peoples if applicable, etc.), regularization of remuneration, etc.),
- Presentation of the E&S staff present at the end of the month;
- Work carried out during the month;
- Inspections carried out (location and frequency);
- Non-conformities detected during the month, level of severity and description of the corresponding cause analysis and corrective actions implemented;
- Description of actions taken during the month to comply with the CCES;
- Description of the actions undertaken with the actors external to the work: local populations, local authorities, government agencies;
- Results of the monitoring of the following indicators:
 - o Availability and quality of drinking water;
 - o Management of hazardous and non-hazardous solid waste;
 - o Air and noise emission management;
 - o State of the Business Zones
 - o Statistics on the recruitment of contract workers and community workers: number and type of position, number of women recruited locally, number of young people, number of vulnerable people, number of hours worked by all of the Entrepreneur's community staff;
 - o Health & Safety statistics: number of fatal accidents, number of accidents with lost time, number of accidents without lost time, accident frequency rate, serious illnesses, serious misconduct by the Contractor's staff (sheet attached as an appendix to the activity report, including the analysis of the corresponding causes and the corrective measures applied.

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- Risks related to traffic accidents;
 - Risks related to the opening of trenches for the laying of foundations and pipes;
 - Risks related to manual and mechanical handling;
 - Risks related to lack of hygiene;
 - Risk of falls;
 - Toxic risks;
 - Risks of not taking measures to protect against COVID19
 - Risks of electrification/electrocution.

❖ **Weekly and daily health and safety meetings**

The Contractor organises, at least once a week or at another frequency approved by the Project Manager, a health and safety meeting on the site where an activity is carried out, with all the employees assigned to this Activity Zone. Accidents and incidents in the past week are described and feedback is valued. Improvement actions are identified, documented, and evaluated until they are resolved. The project manager is the recipient of their reports.

The Entrepreneur organises, in teams, daily before the start of activities, a health and safety update on all the Activity Zones where an activity takes place. The meeting establishes the health and safety risks associated with the tasks and activities of the day and the prevention and protection measures. These meetings give rise to reports.

III.6. Information, Awareness and Capacity Building

The works covered by the contract will give rise to an information and awareness-raising campaign for local populations and stakeholders on:

- The nature and schedule of the work;
- The people to be recruited and the procedures to be implemented for recruitment;
- STDs and STI HIV-AIDS;
- Prevention of GBV/AES/HS/VCE
- The participation of local residents in the various meetings;
- The protection of road heritage;
- The durability of the structure to be built.
- Health and safety risks during the post-work period

The Contractor will conduct its information and awareness-raising and capacity building activities under the supervision of the Project Manager and the approval of the Project Owner. These activities will include, but are not limited to:

- Prepare a communication plan to be submitted to the Project Manager for approval,
- Organize at least one training of trainers workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, the fight against STDs and HIV/AIDS.
- Prevention of GBV/AES/HS/VCE
- Produce communication materials,
- Prepare reports.

Particular attention will have to be developed for the management of specific waste, whether solid or liquid. The contractor will have to identify the treatment channels for the said waste and sign agreements with approved service providers in the sector. The PMU will give itself the right to visit the operator's facilities to be sure of their ability to properly manage this electrical and electronic waste. At the end of each month, a report on the quantities of waste will have to be produced.

IV.2. Preventive measures against noise pollution and dust emissions

The Contractor will pay particular attention to limit any noise nuisances. To this end, he must comply with the noise thresholds prescribed by law.

He will ensure that the use of noisy equipment is limited to what is strictly necessary and will stop those that are not in use (generators for example). Except in cases of emergency, noise pollution (machinery, vehicles, etc.) near homes will be prohibited from 7 p.m. to 8 a.m. as well as on weekends and public holidays.

Contractor's personnel working at workplaces where noise levels are above the acceptable standard must undergo hearing tests at frequencies defined by the occupational physician and in case of concern, the employees concerned must be medically cared for at the Contractor's expense. These tests must also be done before the termination of the contracts.

During the execution of the works, to combat dust and inconvenience, the contractor must limit the speed of traffic related to the construction to 24 km/h in the streets, within a radius of 200 meters around the construction site and limit the speed of all vehicles on the site to 16 km/h.

IV.3. Storage and use of potentially polluting substances

In general, the storage and handling of potentially polluting or dangerous substances (oils, fuel, etc.) must comply with the following principles:

- limitation of stored quantities;
- organised storage, on a site or in a manner that does not allow access to a person outside the site;
- handling by responsible personnel equipped with PPE;
- the storage site is marked by a sign indicating the nature of the hazard.
- The storage of liquid chemicals will be done on retention to prevent accidental spills and soil pollution;
- The chemicals used must be equipped with a safety data sheet (SDS) to be displayed at the storage site.

IV.4. Fuels and lubricants

In the event that the contractor uses fuels and lubricants in the yard, the lubricants shall be stored in watertight containers placed on level, clean and stable ground. The containers will be isolated from the ground by plastic sheeting or absorbent material (sand or sawdust) to allow the recovery of any accidental discharges. As for fuels, they will be stored in tanks in a space

- Total extinguishing of the fireplace at the end of the burning. Covering with earth is prohibited.

IV.9. Conservation of the landscape integrity of the site

No damage will be made to vegetation located outside the right-of-way of the structures, accesses or planned work or storage areas. In addition, protective measures on protected or rare species should be taken.

Only the felling of trees authorised by the forestry service is tolerated (comply with the provisions of the forestry code in the event of tree felling or deforestation). Penalties are incurred in the event of unauthorized felling of trees or the destruction of the site's vegetation. In the event of deforestation, the felled trees must be cut down and stored. The local populations must be informed of the possibility they have of being able to dispose of this wood at their convenience. Trees that have been felled must not be left in place, burned or felled under the earthworks.

The Contractor should carry out a compensation planting after the work in the event of deforestation or felling of trees.

The materials used for the work (sand and gravel in particular) must come from quarries and sand pits authorised and controlled by the mining service. In accordance with the provisions of the mining code, quarries and loan sites must be rehabilitated.

The restoration of the premises before the site is withdrawn may be imposed in the event of significant modification of the site.

Any area of environmental sensitivity must be bypassed by the project (e.g. seasonal flood zones). Also, all precautions must be taken to preserve water points (wells, springs, fountains, ponds, etc.).

IV.10. Protection of biodiversity

In addition to complying with the resolutions of the Biodiversity Management Plan that will be developed and made available to the Contractor, the Contractor must take the following initial steps during the execution of the work:

Prohibit construction site facilities and remote sites in the vicinity of the two parks, outside the buffer zones:

- Prohibit the opening of borrowing areas and deposit areas in the area of the said parks;
- Prohibit the search for timber (boards, stakes and stakes) in the area of the said parks as well as their buffer zones;
- Prohibiting the consumption, hunting and transport of bushmeat by site personnel;
- Avoid the installation of certain road equipment, in particular rest areas, toll booths and weighing stations within national parks and their buffer zones;
- Obtain authorizations to search for borrowed cottages in the domains and buffer zones according to the park's zoning plan;
- Collaborate with park conservators in the choice of areas that can be dedicated to the exploitation of borrowing areas, even in critical situations of lack of materials;

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- The Contractor's employees will be informed of all withholdings and deductions at source that are made from their remuneration in accordance with the provisions of the laws and regulations in force;
 - The Contractor shall provide all newly recruited workers with all the necessary information and inform the staff of any changes that may occur during the course of the contract;
 - Wages, working hours and other specific provisions are recorded in the employment contract;
 - Occupational health and safety measures will be applied to the project. The Contractor is responsible for their implementation;
 - The Contractor shall keep complete and accurate records of the employment of labour on the project. The records must include the names, ages, gender, number of hours worked, and wages paid of all workers. These records must be summarized on a monthly basis and submitted to the Contractor.
 - Project workers will have access to facilities that are appropriate to their working conditions, including adequate canteens and rest areas (where applicable), gender-segregated and well-lit sanitation facilities. In the event that accommodation services are provided to them, policies on the management and quality of housing will be developed to protect and promote their health, safety and well-being and to provide or provide access to them that take into account their physical, psychosocial, gender and cultural needs and measures to prevent SEA/HS risks, such as separate spaces for men and women, the location of changing rooms and/or latrines in separate, well-lit areas, which can be locked from the inside, etc.
 - Workers' organizations: In accordance with national law, the right of workers to form an association, to join an organization of their choice and to bargain collectively without any interference;
 - Aspects relating to the protection of the workforce, in particular, child labour (girls and boys) and minimum age and forced labour; A complaint management mechanism will be made available to all workers. The Contractor's Personnel shall be informed of the grievance mechanism at the time of their hiring for the purposes of the Contract and of the measures put in place to protect them from retaliation in the event of recourse to this mechanism. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor Personnel;
 - Subcontracting: the Contractor shall include equivalent provisions and redress mechanisms in the event of non-compliance in their contractual agreements with the Subcontractors;
 - Social protection conditions (social security, insurance if applicable, etc.);
 - Employability (career profile and training);

complaint management mechanism with a mechanism for complaints related to GBV/AES/SHS in line with the survivor-centred approach.

Contractor Personnel shall be informed at the time of engagement, of the SEA/HS Response Mechanism which includes the principles, practices, roles and responsibilities for the mitigation and management of gender-based violence cases for the Market. Also, he must be informed of the GBV:EAS/HS complaint management mechanism and the measures put in place to protect him against any reprisals for his use. For all other persons (including Owner's Personnel and affected communities), information about this SEA/HS Response Mechanism, including how to submit an allegation or concern as well as measures to protect against retaliation, must be posted, in languages understandable to Contractor's Personnel, the Owner's Staff and the affected communities, in locations that are easily accessible to them.

The MGP's GBV/EAS/HS framework should mainly be used to:

- (i) refer the survivor to a GBV Service Provider. Immediately after learning of the complaint, the complaint management mechanism should assist the complaint by referring them to GBV support services for management. To this end, the company must ensure that it is in possession of a reference list made available by the project or identified by the said company. The support structures identified by the company must be validated by the GBV manager of the project.
- (ii) record the resolution of the complaint. The information kept by the MGP will be documented but will remain absolutely confidential, especially when it relates to the identity of the complainant.

The SEA/HS Response Mechanism should allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidentiality, and allow for the submission of anonymous allegations. The Contractor must have in place a dedicated person with the appropriate skills, experience and training to receive and investigate such allegations or concerns.

As part of the SEA/HS response mechanism, the Contractor shall maintain and implement ethical and safe processes to investigate and address allegations of SEA and/or HS. These measures should determine the appropriate responses to the allegations of the EAS and/or HS, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of the Contractor's Personnel.

Any allegation of SA&A and/or HS received by the Contractor (including through Subcontractor), the Owner or the Project Manager shall be documented and promptly submitted to the other Party and the Project Manager. While maintaining confidentiality regarding the person who suffered the alleged incident, if applicable, documentation and presentation should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), the relationship to the project, gender, age and psycho-medical care of the person who suffered the alleged incident.

Upon receipt of any allegation of SEA and/or HS described above, the Contractor shall immediately apply the SEA/HS Response Mechanism, as described by the Project GBV: SEAS/HS Action Plan which is available at the project management unit level.

V.4. Plan/Programme/Measures to Prevent Damage to People and Property

The safety measures for personnel on the site and users to be observed are those aimed at ensuring that the health of the personnel working on the site as well as those of the residents living near the site of the site are safe. In this sense, the entrepreneur will have to comply not only with NES No. 2 (Employment and working conditions), but also with NES No. 4 (Health and safety of the population). Among the measures are the wearing of safety equipment by the

rights-of-way when they are released following an acquisition procedure that is the responsibility of the Government/Borrower

Before the start of the work, the Contractor must instruct a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan which will be formalised by a Minutes signed by all parties (Contractor, Project Manager, concessionaires).

The Contractor must take all necessary precautions to avoid any kind of damage to persons or property of any kind, including properties adjacent to the work, being solely and exclusively responsible for the repair of damage and injury caused by and/or its work.

The Contractor may only commence work in areas where it is necessary to permanently restrict access to the land once the dispossession or physical displacement has been completed and the subsequent release of the areas for the performance of the work has been completed, which is the responsibility of the Contractor. To this end, the Contractor will present the details of the schedule for the execution of the work. The areas to be available for this project are described in the Work Relocation Plan, on the basis of these specifications.

In order to ensure the maintenance of existing services in the areas of direct influence, before the start of the works, the Contractor must ask the Contractor to make formal communication with the entities or concessionaires of services (telephony, sanitation, water, distribution and gas) so that they proceed with the relocation of the infrastructures likely to be affected by the works, so as not to harm the user population or the development of the works. At the request of the Contractor, the Contractor shall provide communication assistance to the bodies, entities or services related to the project's area of influence.

The Contractor may not restrict the access of pedestrians and vehicles to their homes and/or businesses during the work, avoiding or not as much as possible. Where the restriction cannot be avoided, a management plan including adequate temporary access and previously agreed with the parties concerned shall be prepared for approval by the Contracting Party. The contractor will implement the plan, once approved by the contractor.

For works requiring a temporary interruption of traffic, the Contractor shall submit to the Contractor at least one (1) month in advance its detailed program of work. After approval, the Contractor will be responsible for posting this interruption program wherever necessary, with official information from local authorities and populations (by radio for example). Under no circumstances may traffic interruptions exceed four (4) consecutive hours during the day and eight (8) consecutive hours at night.

The Contractor shall inform the Contractor if, during the course of the works, it is verified that there is a need for transit or transit services for the works, including information on the type and dimensions in order for the Contractor to proceed with the request to stop the passage.

The contractor is required, throughout the duration of the project and along the entire length of the sections included in his contract, to maintain traffic at his own expense if necessary by carrying out diversions and temporary structures for crossing rivers and watercourses. He may, always at his own expense, and under his responsibility, set up rain barriers to preserve his work. He remains liable until provisional acceptance for any damage, whether caused by his own machines or by a third party.

V.6. Cultural Heritage Management Plan/Programme/Measures

To enable the project to generate positive effects on the host social environment, the Contractor is required to hire (apart from its technical management staff) the most workforce in the area where the work is carried out, in order to promote local socio-economic benefits and reduce

Complaints, in accordance with the PMM of the Project, can be made in person at the construction site, by means of the telephone provided by the contractor, the telephone and the channels activated by the Project.

The Contractor will disclose the channels for receiving complaints by means of signs to be installed at least on the site and in graphic documents that are easily understandable by all, produced as part of the communication program. On the sites of the works, the information panels on the MGP will be removable for temporary sites and for permanent sites depending on the duration of the work, they will be fixed and placed in frequently visited places and easily accessible to all people with access to the sites (example: the entrance to the construction sites and remote sites, site notice boards, etc.). etc.)

Complaints will be analyzed and resolved according to their nature and complexity. Complaints that will be handled by the Contractor typically include elements related to the risks and direct impacts of the work, inappropriate conduct with communities, risks to the health and safety of the community that could be caused by the project's activities, equipment and infrastructure, potential exposure of the community to disease.

The Contractor will systematically record all referrals made to the project owner for cases that do not fall within its scope of resolution coverage. A plan containing the cases that have arisen with the process and resolution information will be submitted to the project manager on a monthly basis.

The Contracting Authority or the Delegated Contracting Authority shall be liable for complaints which are not within the Contractor's remit.

VI. SITE WITHDRAWALS AT THE END OF THE WORK

At the end of the work, the Contractor must carry out all the work necessary to restore the premises. The Contractor collects all his equipment, machinery and materials. He may not leave any equipment or materials on the site or in the surrounding area. The concrete areas are demolished and the demolition materials deposited on a suitable site approved by the engineer. At the time of withdrawal, the facility's drains are cleaned to prevent accelerated erosion of the site.

If it is in the interest of the Contracting Authority to recover the fixed installations for future use, the Administration may ask the Contractor to transfer to it without compensation the installations subject to demolition during a withdrawal.

After the equipment has been removed, a report recording the restoration of the site must be drawn up and attached to the report of acceptance of the work.

- Plan/Programme/Measures for the Management of the Influx of Labour;
- Plan/Programme/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS);
- Plan/Programme/Measures for the Prevention of Damage to People and Property;
- Plan/Programme/measures to manage the occupancy of persons on the right-of-way: restriction of access by local residents to their residences or businesses and/or easements of way or transit (See also Resettlement Plan for sub-projects as applicable);
- Cultural Heritage Management Plan/Programme/Measures;
- Social Communication Plan/Programme/Measures;
- Complaint Management Plan: The Complaint Management Mechanism (CMM)
- Fines and penalties;

5) Responsibilities for the implementation of the site ESMP

The responsibility for the implementation of the ESMP must:

- provide a clear description of the entity responsible for carrying out the mitigation and follow-up measures
- Identify staff training and any additional measures that may be required to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

6) Timeline and cost estimate.

A timetable for the implementation of the measures to be taken within the framework of the project, indicating the different stages and coordination with the overall implementation plans of the project. An estimate of its investment cost and recurrent costs as well as the sources of financing for the implementation of the ESMP.

7) Monitoring plan

The GGP will need to define the objectives of the monitoring and indicate the nature of the actions taken in this regard, linking them to the effects considered in the environmental and social assessment and the mitigation measures described. They will have to provide:

- (a) a detailed and technical description of the follow-up actions, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of the measurements, the detection limits (if applicable), and a definition of the thresholds that will indicate the need for corrective actions; and
- (b) monitoring and reporting procedures to: (i) ensure early detection of conditions that require specific mitigation actions, and (ii) provide information on the status and results of mitigation actions.
- (c) an estimate of its investment cost and recurrent costs as well as the sources of financing for its implementation.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. Suspension and Debarment

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the **Employer's** Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Quotation Price

The total price of our offer is: Total price is: *insert the total price including VAT of the quotation in figures and letters, indicating the various amounts and the respective currencies*

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security (Non applicable)

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[Indicate the full name of each beneficiary, their full address, the reason for the payment of each commission, benefit or fee, the amount and currency, if applicable].

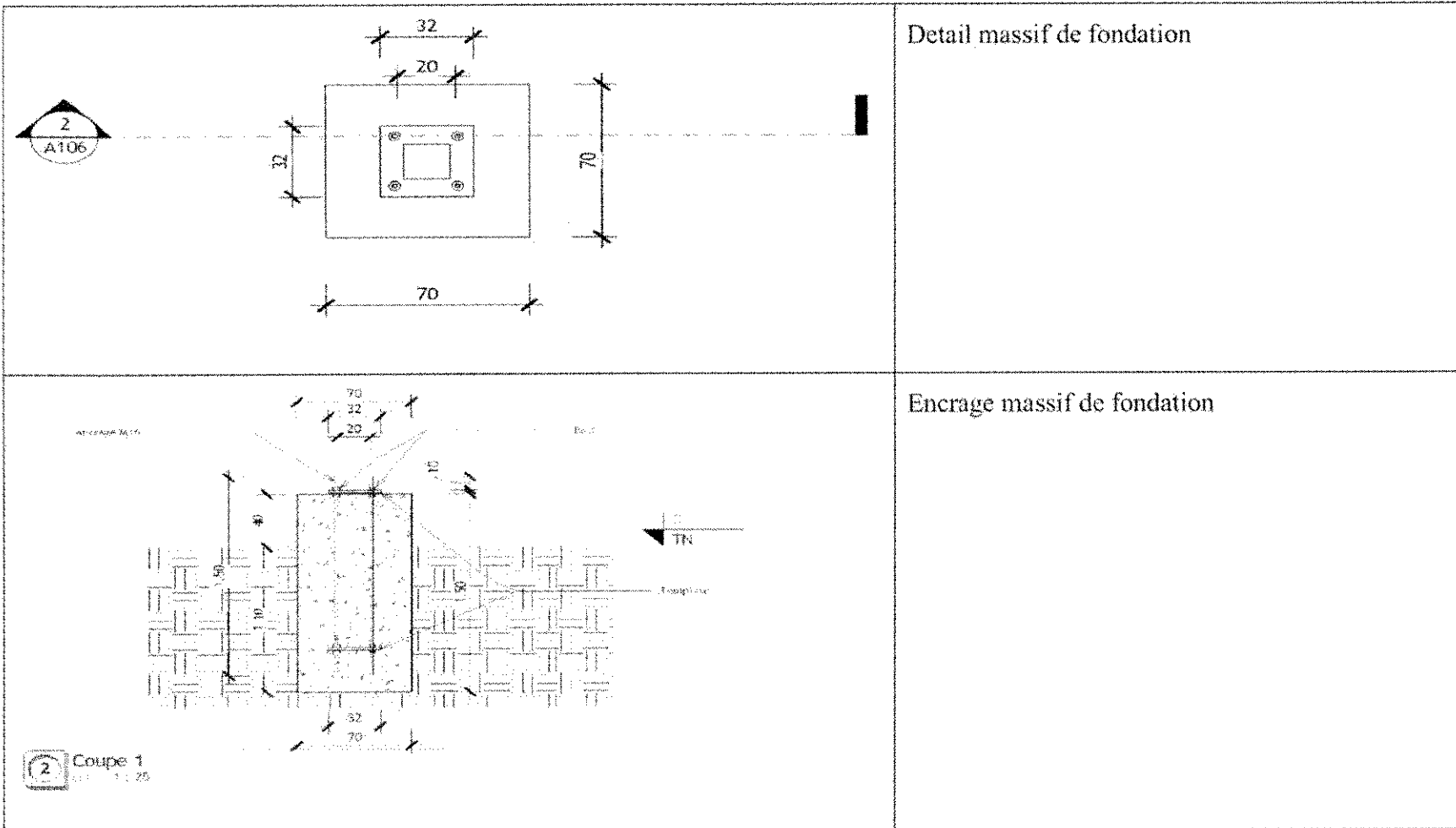
[If none has been paid or is to be paid, indicate "none."]

| Name of Recipient | Address | Reason | Amount |
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8. Not Bound to Accept

We understand that you reserve the right to:

ANNEX PLAN



Price Schedule and Detailed Specifications forms

UNIT PRICE SCHEDULE (in CFA Francs)

| Description | Units | Unit price in figures | Unit price in letters |
|--|-------|-----------------------|-----------------------|
| PRELIMINARY WORK (Site installation, execution project, felling and pruning, transport of equipment, bringing in and packing up the site) | FF | | |
| Laying the foundation mass (Excavation in ordinary ground, laying the concrete mass, Dimensions: (700X700X1500mm), including anchoring and sealing system for the lamppost masts and any suggestions) | U | | |
| SUPPLY AND INSTALLATION OF SOLAR LAMP (Height of the mast 6m, ALL IN ONE lighting kit in accordance with the technical specifications set out in the Quotation File "Chapter II: General technical specifications of the services") | U | | |

Name of Bidder:

Signature:

Date:

Technical Proposal

The Contractor shall provide:

- the names and details of the suitably qualified key personnel to perform the Contract

| Staff quality |
|---|
| a) Works Director |
| At least degree in Electrical Engineering and proof of training in renewable energies (copy of the diploma) |
| Curriculum Vitae of the Mission Manager, dated and signed |
| At least 3 years' experience in similar works |
| b) Foreman |
| At least HND in electrical power system and proof of training in renewable energies (copy of the diploma) |
| Curriculum Vitae of the Site Manager, dated and signed |
| Seniority \geq 2 years in a similar field |

- adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract

| Construction equipment |
|--|
| List of small items of equipment relevant to the tasks (produce photocopies of purchase invoices or rental invoices) |

- information on Site organization
- its method statement on the execution of the works
- mobilization and construction schedule
- A summary of other information, if any, that the Contractor considers relevant

| Methodology for carrying out the work |
|--|
| Detailed technical note on the organisation of the work |
| Description of the socio-environmental protection rules |
| Detailed work schedule with deadlines \leq sixty (60) days |
| Special technical specifications, initialled on each page, dated and signed on the last page |
| Environmental and social clauses, initialled on each page, dated and signed on the last page |
| Specific Administrative Clauses initialled on each page, dated and signed on the last page |
| Site visit report |

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Employer** hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws **in force in the Republic of Cameroon** on the day, month and year specified above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Contractor, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

| | | | |
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| Signed by: | | Signed by: | |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: | | in the presence of: | |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

Conditions of Contract

Table of Contents

| | |
|---|-----------|
| A. General..... | 9 |
| 1. Definitions..... | 9 |
| 2. Contract Specific Information..... | 12 |
| 3. Interpretation..... | 16 |
| 4. Prohibitions..... | 16 |
| 5. Project Manager's Decisions..... | 17 |
| 6. Subcontracting..... | 17 |
| 7. Cooperation..... | 17 |
| 8. Personnel and Equipment..... | 17 |
| 9. Employer's and Contractor's Risks..... | 20 |
| 10. Employer's Risks..... | 20 |
| 11. Contractor's Risks..... | 21 |
| 12. Insurance..... | 21 |
| 13. Site Data..... | 21 |
| 14. Contractor to Construct the Works..... | 22 |
| 15. Approval by the Project Manager..... | 22 |
| 16. Health, Safety and Protection of the Environment..... | 22 |
| 17. Archaeological and Geological Findings..... | 22 |
| 18. Possession of the Site..... | 23 |
| 19. Access to the Site..... | 23 |
| 20. Instructions, Inspections and Audits..... | 23 |
| 21. Appointment of the Adjudicator..... | 23 |
| 22. Procedure for Disputes..... | 24 |
| 23. Fraud and Corruption..... | 25 |
| 24. Security of the Site..... | 25 |
| B. Time Control..... | 25 |
| 25. Program and Progress Reports..... | 25 |
| 26. Extension of the Completion Date..... | 26 |
| 27. Acceleration..... | 26 |
| 28. Delays Ordered by the Project Manager..... | 26 |
| 29. Management Meetings..... | 26 |
| 30. Early Warning..... | 27 |
| C. Quality Control..... | 27 |
| 31. Identifying Defects..... | 27 |
| 32. Tests..... | 27 |
| 33. Correction of Defects..... | 27 |
| 34. Uncorrected Defects..... | 27 |
| D. Cost Control..... | 27 |

Conditions of Contract

A. General

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| 1. Definitions | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none">(a) The Accepted Contract Amount means the amount accepted in the Letter of Award of Contract for the execution and completion of the Works and the remedying of any defects.(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in CC 21.(d) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Contractor's Quotation.(f) Compensation Events are those defined in CC 40.(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with CC 49.1.(h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in CC 3.3 below.(i) The Contractor is the party whose Quotation to carry out the Works has been accepted by the Employer.(j) The Contractor's Quotation is the completed quotation document submitted by the Contractor to the Employer.(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter as adjusted in accordance with the Contract. |
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| | <p>(z) Site Investigation Reports are those, if any, that were included in the request for quotations documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(aa) Specifications means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(bb) The Start Date is given in CC 2.1. It is the latest date when the Contractor shall commence execution of the Works.</p> <p>(cc) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(dd) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ee) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(ff) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the CC 2.1.</p> <p>(gg) "Contractor's Personnel" refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.</p> <p>(hh) "Key Personnel" means the positions (if any) of the Contractor's personnel that are included in the contract.</p> <p>(ii) "Sexual Exploitation and Abuse" "(SEA)" means the following:</p> <p style="padding-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p style="padding-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(jj) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the</p> |
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| | <p>out, and that they have every facility to perform their duties.</p> <p>(d) The Site is located at <i>the locality of Bombe in MBONGE Council</i>.</p> <p>(e) The Start Date shall be: <i>upon notification of the start-up order</i>.</p> <p>(f) The Works consist of:</p> <ul style="list-style-type: none"> - <i>preliminary work ;</i> - <i>installation of the foundation;</i> - <i>Supply and installation of the solar street lamps</i> - <i>Commissioning of the equipment.</i> <p>2.2 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><u>Address for notices to the Employer:</u></p> <p><i>MBONGE Council</i></p> <p><i>The Mayor of the MBONGE Council</i></p> <p><i>MEME Division</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><u>Address for notices to the Contractor:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><u>Service orders:</u></p> <ul style="list-style-type: none"> - <i>The service order to start work is signed by the Mayor of MBONGE (Employer) and notified to the Co-contractor by the head of the contract department with a copy to the DDMINMAP-MEME and the Contract Engineer.</i> - <i>On the proposal of the Contract Engineer, service orders that have an impact on the objective, the deadline for execution and/or the cost of the contract will be signed by the Mayor of MBONGE (Employer), after obtaining the opinion of the Contract Engineer and the Head of the Contract Department and notified to the Co-contractor by the Head of the Contract Department with a copy to the DDMINMAP-MEME, the Contract Engineer, etc.</i> |
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| | <p>2.8 CC 18: Site Possession Date(s) shall be: <u>the locality of DIEKA BAFW in MBONGE Council</u></p> <p>2.9 CC 21: Appointing Authority of Adjudicator: <u>Managing Director of ARMP</u></p> <p>2.10 CC 25.1: A Program for the Works shall be submitted within: <u>deux weeks</u> from the date of the Letter of Award of Contract.</p> <p>2.11 CC 25.2: The period for submission of progress reports is: <u>every two weeks</u></p> <p>2.12 CC 33: The Defects Liability Period shall be: six (06) months from the date of Completion.</p> <p>2.13 CC 43: The retention amount shall be 10% of the value of the contract including all taxes.</p> <p>2.14 CC 44.1: The liquidated damages for the whole of the Works shall be:</p> <ul style="list-style-type: none"> - 1/2000th of the total price excluding VAT of the contract per calendar day of delay from the first to the thirtieth day beyond the contractual deadline and, - 1/1000th of the total contract price excluding VAT per calendar day of delay beyond the thirtieth day. <p><u>SPECIAL PENALTIES</u></p> <p>In addition to the penalties for exceeding the deadline, the contractor is liable to special penalties of CFAP 50,000 for failure to comply with the provisions of the contract, in particular:</p> <ul style="list-style-type: none"> - Late submission of the final bond within 15 days of notification of the Letter of Contract; - Late submission of insurance 15 days from notification of the DSO; - Delay of one month in fixing the site sign from the date of notification of the service order to start work; - Absence of the site log within 15 days of notification of the DSO; - Late submission of the execution project provided that the delay is the fault of the co-contractor within 15 days of notification of the Letter of Contract. <p>2.15 CC 44.1: The maximum amount of liquidated damages for the whole of the Works is: <u>10%</u> of the final Contract Price.</p> |
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| | <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> |
| 5. Project Manager's Decisions | 5.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 6. Subcontracting | 6.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 7. Cooperation | 7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Employer, to carry out on or near the Site work, if any, not included in the Contract. |
| 8. Personnel and Equipment | <p>8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its quotation, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the quotation.</p> <p>8.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage; |

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| | <p>indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p><i>8.3.7 Child Labor.</i> The Contractor, including its Subcontractors, shall <i>not</i> employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none">(a) with exposure to physical, psychological or sexual abuse;(b) underground, underwater, working at heights or in confined spaces;(c) with dangerous machinery, equipment or tools, or involving handling or(d) transport of heavy loads;(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or |
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| | <p>radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>10.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date. |
| 11. Contractor's Risks | <p>11.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p> |
| 12. Insurance | <p>12.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in CC 2.6, for listed events which are due to the Contractor's risks:</p> <p>12.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>12.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>12.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>12.5 Both parties shall comply with any conditions of the insurance policies.</p> |
| 13. Site Data | <p>13.1 The Contractor shall be deemed to have examined any Site Data referred to in CC 2.7, supplemented by any information available to the Contractor.</p> |

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| 18. Possession of the Site | 18.1 If possession of a part is not given by the date stated in CC 2.8 , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 19. Access to the Site | 19.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 20. Instructions, Inspections and Audits | 20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. |
| | 20.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs. |
| | <p>20.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 2.2 e. of Appendix A to the CC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to CC 23.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 21. Appointment of the Adjudicator | <p>21.1 The Employer and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Employer and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in CC 2.9, to appoint the Adjudicator within 7 (seven) days of receipt of such request.</p> <p>21.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning</p> |

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| | <p>one or more arbitrators appointed in accordance with the said Rules.</p> <p>(b) Contracts with Contractor national of the Employer's Country:</p> <p>In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.]</p> |
| 23. Fraud and Corruption | <p>23.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the CC.</p> <p>23.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| 24. Security of the Site | <p>24.1 <i>[Insert the following where the Contractor is responsible for the security of the Site]</i> The Contractor shall be responsible for the security of the Site, and:</p> <p>(a) for keeping unauthorized persons off the Site;</p> <p>(b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.</p> <p>The Contractor shall require the security personnel to act within the applicable Laws.</p> |
| B. Time Control | |
| 25. Program and Progress Reports | <p>25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in CC 2.10. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show any effect of Variations and Compensation Events.</p> |

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| 30. Early Warning | <p>30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.</p> <p>30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> |
| C. Quality Control | |
| 31. Identifying Defects | <p>31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> |
| 32. Tests | <p>32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p> |
| 33. Correction of Defects | <p>33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in CC 2.12. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 34. Uncorrected Defects | <p>34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p> |
| D. Cost Control | |
| 35. Contract Price² | <p>35.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used</p> |

² In lump-sum contracts, replace CC 35.1 as follows:

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| | <p>37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>37.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in CC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.⁵</p> |
| 38. Payment Certificates | <p>38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.</p> <p>38.3 The value of work executed shall be determined by the Project Manager.</p> <p>38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁶</p> <p>38.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>38.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> |
| 39. Payments | <p>39.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 (twenty eight) days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p> |

⁵ In lump-sum contracts, delete this paragraph.

⁶ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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| | <p>40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>40.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p> |
| 41. Tax | <p>41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date of submission of quotations for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.</p> |
| 42. Price Adjustment | <p>42.1 Prices shall not be adjusted for any fluctuations in the cost of inputs.</p> |
| 43. Retention | <p>43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in CC 2.13 until Completion of the whole of the Works.</p> <p>43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with CC 49.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.</p> |
| 44. Liquidated Damages and Bonuses | <p>44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in CC 2.14 for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in CC 2.15. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any</p> |

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| 47. Dayworks | <p>47.1 If applicable, the Dayworks rates in the Contractor's Quotations shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>47.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p> |
| 48. Cost of Repairs | <p>48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p> |
| E. Finishing the Contract | |
| 49. Completion | <p>49.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.</p> <p>49.2 The provisional and final acceptance Committee is composed as follows :</p> <ul style="list-style-type: none"> - The President: The Mayor of Mbonge or his representative - The reporter: The engineer from MBONGE Council (market engineer) - The members: <ul style="list-style-type: none"> ✓ The person in charge of the community ✓ MINEE Departmental Delegate for MEME or his/her representative - The observer: MINMAP Departmental Delegate for MEME or his/her representative - The Contractor <p>Any other person invited by the Chairman of the Reception Committee for their expertise.</p> <p>49.3 The guarantee period is 6 months</p> |
| 50. Taking Over | <p>50.1 The Employer shall take over the Site and the Works within 7 (seven) days of the Project Manager's issuing a Certificate of Completion.</p> |

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| | <p>the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(f) the Contractor does not maintain a Security, which is required;</p> <p>(g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in CC 2.15; or</p> <p>(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the CC, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.</p> <p>53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> |
| | <p>53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> |
| | <p>53.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under CC 53.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> |
| <p>54. Payment upon Termination</p> | <p>54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage specified in CC 2.21 to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>54.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |

APPENDIX A

TO CONTRACT CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 c. below.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date].

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No.]*.

This is to notify you that your Quotation dated *[insert date]* for execution of the . .
. *[insert name of the contract and identification number, as given in the CC]*
. for the Accepted Contract Amount of *[insert amount in numbers and words*
and name of currency], as corrected and modified in accordance with the Request for
Quotations is hereby accepted by our Agency.

Please find enclosed herewith the Contract. You are requested to sign the contract within
[insert no of days].

[Insert the following only if Performance Security is required:] "You are also requested to
furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of
the Contract, using for that purpose one of the Performance Security Forms attached to the
Contract.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*